The Office of this JOURNAL *and of the* WEEKLY REPORTER *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town, 26s.; Country 28s.; with the* WEEKLY REPORTER, 52*s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d.; half law calf, 4s. 6d.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, OCTOBER 19, 1872.

ATTENTION HAS BEEN DRAWN for the first time, so far as we are aware, at the Registration Courts held this year, to a rather important omission in the form of precept used generally throughout the country by clerks of the peace to convey the instructions to overseers of parishes in counties, as to their duties in reference to registration. It will be remembered by all of our readers who are conversant with registration law that by the Registration Acts in force prior to 1867, a statutory form of precept was provided which fully instructed the overseers as to their duties. By the Act of 1867, however, an entirely new duty of a very important character was thrown upon overseers in counties, viz., that of preparing, without waiting for claims to be sent in, a list of persons entitled under the new occupation franchise. Unfortunately, however, neither the Act of 1867 nor the Registration Act of 1868 gave any new form of precept. It was merely provided by the 58th section of the Act of 1867 that all precepts should be framed in such manner and form as might be necessary for carrying the provisions of the Act into effect. In the introduction to Mr. Davis's excellent work on Registration, published shortly after the passing of the Act, will be found some remarks well worthy of attention as to the inconvenience likely to be caused by this provision. He points out that there is nothing in the Acts to prevent clerks of the peace issuing the old precepts, which, nevertheless, would be worse than useless. The clerks of the peace, however, as he observes, went out of their way to do all in their power to carry out the Act, and, acting for the most part together, got a form of precept prepared, which they have used during the five years which have elapsed. The form in question is one which, to persons who are acquainted with the provisions of the Act of 1867 conferring the £12 occupation franchise, would explain clearly enough the duties of the overseers. Unfortunately, however, it is so framed that to persons not so acquainted with the Act, which certainly is the case with the overseers of most country parishes, it conveys the impression that all occupiers of a sufficient value who are not in default with their rates are entitled to be placed upon the list, quite independently of the length of their occupation. In fact, however, occupation for a year prior to the 31st of July is required. The consequence is that ignorant overseers have been putting on in considerable numbers persons who are not entitled, and inasmuch as registration agents seldom have the means, or indeed make any effort, to investigate the occupation lists, no objections are made to these persons, and they necessarily remain on the register. It is only occasionally that the error is detected at the revision, and then the overseers are of course instructed by the barrister as to their duties, and possibly reprimanded for not having followed the instructions of the clerk of the peace. In fact, however, the instructions when looked at will not be found to give the requisite explanation. In the registers for the present and for the next year there are probably thousands of names of persons not legally qualified for the franchise whose names have been placed there owing to the ignorance of the overseers, and to their not being fully instructed by the precept issued to them. As we have said, the clerks of the peace cannot be blamed for this result. The precept used by them might fairly have been expected to have answered its object, especially as it follows, in the part which has been found misleading, the statutory form given for the precept by town clerks to borough overseers, which also omits any instruction as to the length of occupation required. Borough overseers are however more intelligent as a rule than those in country parishes, and, moreover, they usually have the assistance of skilled persons in making out their lists, and the omission in that case does not appear to have been so mischievous.

The matter seems well worthy of the attention of the associated clerks of the peace, and although, may be, they have already done all that can fairly be expected of them to remedy the omision of the Legislature in this matter, yet if they amend their form by making it comprise instructions to the overseers as to what persons are entitled to be put upon the occupation list, it will probably have the effect of making the overseers' lists much more accurate than they are. Considering that the Ballot Act has made the register conclusive, the matter is perhaps now of rather more importance than hitherto.

WE HAVE HEARD IT SAID that a limited company should have its shares either paid-up or not paid up, and that the practice which has largely obtained of allowing some shares in a company to be paid-up in full, while the general bulk of the shares are liable to calls, is an infringement of the right of persons who may give credit to the company. It is said, for instance, that if a man, before giving credit to a limited company, find that the shares are described, say as "£50 shares, £15 paid," that ought to mean in practice that £45 per share may be called up throughout the whole capital of the company. In practice, however, the thing is very different; although in stock and share lists the capital of the concern may be described as in "£50 shares, £15 paid," it will happen very often indeed that a number of the shares are "paid-up" shares; some were originally issued as such; others may have been paid up by holders preferring to advance payments. Moreover in liquidations a call is seldom or never realised in full, and the holders of the paid-up shares are perhaps the most ostensibly solvent of the shareholders; so that in actual fact the £45 per share which the creditor supposed to be available as an asset throughout the whole share capital, becomes reduced to some very much smaller sum. All this, no doubt, is very true; but somehow or other the practice so complained of did grow up, until perhaps its very notoriety may be said to prevent its working as a hardship on those who give credit to limited companies. These instances of partially paid-up capital occur very frequently where promoters have taken their consideration in paid-up shares in lieu of money; as for instance where a man sells his business to a limited company, and agrees to take part of the price in paid-up shares.

The 25th section of the Companies Act, 1867, was framed in the spirit of the objections which we just now noticed: it enacts that—

"Every share in any company shall be deemed to have been issued, *and to be held*, subject to the payment of the whole amount thereof in cash, unless the same shall have been otherwise determined by a contract, duly made in writing, and filed with the Registrar of Joint Stock Companies at or before the issue of such shares."

This does not, of course, interfere with the advancement of shares in cash, but it binds all arrangements for paying vendors and promoters in shares; and there can be no doubt but that if a company allot "paid-up"

shares to a vendor or promoter and the arrangement is not registered at the time, such shares will be in the hands of any holder precisely on the footing of ordinary shares on which nothing has been paid; *i.e.*, the holder will be liable, in case of calls being made, to the full extent of the nominal amount of the shares. The enactment seems to have been carefully worded so as to place a transferee on the same footing, in this respect, with the original allottee. Under such circumstances a purchaser of what purported to be "paid-up" shares would be liable to pay calls; and nice questions might arise as to the purchaser's claim to be recouped by those who acted for him in the purchase. It may be that the purchaser's broker would be liable to indemnify him against the consequence of the shares not proving what they purported to be; we hardly see how any liability could be fixed on the jobber. Certainly in practice it will be convenient if it becomes an understood thing that on purchase of "paid-up" shares through a broker the broker is responsible for the proper search being made.

The risk which a purchaserof "paid-up" shares runs as above mentioned may be set off against the risk which a vendor of unpaid shares runs of not getting rid of his responsibility, by reason of his transferee proving to be an infant or otherwise incapacitated. Many a vendor, after transferring his shares, has found himself settled as a contributory, on the transferee proving to be an infant; and in the late case of *Merry* v. *Nickalls*. 20 W. R. 929, noticed before in these columns, a vendor under those circumstances succeeded in a suit against the jobber, who passed the name to his own broker. If any proceedings were taken in the converse case arising out of the operation of section 25 of the Act of 1827, it would, we imagine, be against the broker and not the jobber.

We may notice, in conclusion, that a case has been reported (*Clelands' case*, 20 W. R. 924) in which Vice-Chancellor Wickens enforced a call on shares which purported to be "paid-up," but as to which the registration provision had not been complied with.

The Lord Chief Justice, in the course of his reasons for dissenting from his brother arbitrators, points out that the civilians had at one time indulged in many refinements as to the various kinds and degrees of negligence which might occur in the course of human affairs, but that in the modern systems founded upon the Civil Law these distinctions have been abandoned, and one standard of diligence has been adopted, the measure of which is, the ordinary behaviour of men of common prudence in the conduct of their own affairs. And he goes on to say:—

"The same standard is, in practice, applied in the English law. The older authorities, indeed, speak of three degrees of negligence, and of gross negligence, as being necessary in some cases to found liability; but the tendency of modern decisions has been to apply in all cases the sound practical rule that, in determining the question of negligence, the true test is whether there has been, with reference to the particular subject-matter, that reasonable degree of diligence and care which a man of ordinary prudence and capacity might be expected to exercise in the same circumstances."

This passage has given rise to some criticism; and no doubt it is a bold departure from the time-honoured phraseology of our law. It appears to us, however, that the Lord Chief Justice is perfectly justified in what he says of the present state and obvious tendency of the law. It used no doubt always to be laid down that negligence was one thing and gross negligence another; and that certain persons, paid agents for instance, were liable for negligence; while others, as unpaid agents, were liable only for gross negligence. But as long ago as in *Wilson* v. *Brett*, 11 M. & W. 115, Lord Cranworth, then Baron Rolfe, said that gross negligence differed in nothing from negligence, that "it was the same thing with the addition of a vituperative epithet," and that the real distinction was between those who are bound to exercise reasonable care only, and are therefore only liable for negligence, and those who are bound to exercise reasonable care and competent skill, and are liable for either negligence or ignorance. The same view has frequently been expressed by other judges, and particularly by Willes, J., in *Grill* v. *The General Iron Screw Collier Company*, 14 W. R. 893, L. R. 1 C. P. 600. It is true that in *Giblin* v. *McMullen*, 17 W. R. 445, L. R. 2 P. C. 318, Lord Chelmsford, delivering the opinion of the Judicial Committee, contends, in words, that there is some virtue in the word "gross," and some difference between gross negligence and negligence. But, having shown that the defendants in that case could only be liable for the graver kind of negligence, he goes on to define it as "the want of that ordinary diligence which men of common prudence generally exercise about their own affairs"—the very terms which any one would use in defining "negligence" simply.

Lord Westbury will commence his public sitting in the European Assurance Society Arbitration on Tuesday next. Proceedings have already been going on under the Arbitration Act. The settlement of the list of contributories of the European Society has been completed, subject to some reservations, as also has the settlement of the list of contributories of the British Nation Life Assurance Association. A call has been made for the whole of the unpaid share capital of the European Society; such call being made payable in moieties on or before the 31st August and 30th November, 1872, respectively. Up to the 5th September ult. there had been paid on the first moiety the sum of £18,225 14s 6d. A call has been made in the Royal Naval and Military Society of £7 a share, payable in moieties on or before the 1st October and 2nd December, 1872, respectively. At the public sittings the question will first be considered as to the date, as at which the value of a policy is to be estimated for purposes of proof, and as connected therewith all questions relative to payment of premiums accruing due before the date of the order to wind up. Pending the consideration of these questions the arbitrator has directed the preparation of the necessary materials for the valuation to be proceeded with, and has suspended the repayment of premiums received before the date of the order to wind up. Afterwards the following questions will be argued:—1. The question of the extent and effect of the indemnity given by the European Society to the British Nation Life Assurance Association. 2. Questions connected with the fund known as the Government Guarantee Fund. 3. Questions relating to the liability of contributories. 4. Questions of novation.

THE RULE IN *EX PARTE WARING*.

In the recent case of *Bank of Ireland* v. *Perry*, 20 W. R. 300, L. R. 7 Ex. 14, the doctrine so well known in equity and bankruptcy as the rule in *Ex parte Waring*, 19 Ves. 345, was acted upon for the first time, so far as we are aware, in a court of common law. The decision, indeed, is, according to the judgment of Cleasby, B., a decision of the Court of Exchequer sitting as a court of equity, and it is remarkable as illustrating the present tendency of the common law courts to approximate towards equity. It took the form of a special case stated on an interpleader issue, and the Court, following *Rusden* v. *Pope*, 16 W. R. 1122, L. R. 5 Ex. 269, heard and decided the case, though involving purely equitable rights of the parties, contrary to the judgment of Bramwell, B., in the last named case, and, it would seem, to the previous authorities which are cited by Mr. Day in his work on

the Common Law Procedure Act, p. 306, for the proposition which he there lays down that on interpleader "the claims of the claimants must both be of a legal as distinguished from a merely equitable character." To return, however, to *Ex parte Waring*, the principle of that case is now so firmly established, and at the same time the decision itself seems, at first sight, so peculiar, that a few words may not be out of place with respect to the reasoning upon which it is founded and the later decisions which have enlarged or qualified it. It is, too, of more importance that the rule should be widely known, now that the jurisdiction of the county courts in bankruptcy cases is so largely extended. The rule, then, deducible from the decision of Lord Eldon in *Ex parte Waring* is this: that where a bill has been accepted against certain specific securities, and indorsed though without notice to the indorser, then, upon the bankruptcy of both drawer and acceptor, the securities in question are to be applied, not for the benefit of the general estate either of drawer or of acceptor, but in discharge of the bills which were drawn and accepted against such securities, although the bill-holder had no notice whatever of their existence. The effect is that the holder gets paid in full to the extent of the securities, although he did not discount the bill upon the faith of them, and in fact knew nothing whatever about them. At first sight, as we have said, it may seem somewhat strange that the billholder should, under such circumstances, get the benefit of the securities; but whatever may be his rights, the judgment in *Ex parte Waring* proceeds, not upon them, but upon what we may call the conflict of equities between the drawer and acceptor, which, on the bankruptcy of both, deprives both estates of the right to the securities until the bill is paid. The billholder then is paid out of the securities, not by reason of any equity of his own, but to relieve the respective estates of the drawer and acceptor from his claim on the bill. That this is so is clear from the reasoning of Lord Eldon in his judgment, and is distinctly laid down in the later cases which have followed it. It is very plainly put by Lord Cairns in his judgment in the House of Lords in the recent case of *Banner* v. *Johnston*, L. R. 5 E. & I. App. 157, 174: "It has always been most carefully said that that right" (meaning the right of the billholders in *Ex parte Waring*) "is not a right founded on contract; it does not spring out of the contract, but it springs out of the necessities connected with the administration of the two insolvent estates."

The state of things is this. The drawer cannot take the benefit of the securities because the acceptor has a claim upon them, the acceptance having been given on the faith of them; and he must first discharge his liability upon the bills. So again, the acceptor cannot avail himself of them until he has discharged the bill which he has accepted. Thus, to use the language of Lord Hatherley, then Vice-Chancellor Wood, in the case of the *City Bank* v. *Luckie*, 18 W. R. 1181, "matters stood at a dead lock; nothing could have been done, and, of course, a very absurd state of things would have arisen." Lord Eldon cut the knot by ordering the securities to be realised and applied in discharge of the bill, and the surplus which in that case remained over to be transferred to the drawer's estate. It will be observed that in *Ex parte Waring* the drawer and acceptor were both actually banbrupt, and from a dictum of Vice-Chancellor Wigram in *Laycock* v. *Johnson*, 6 Hare, 199, a doubt was raised whether the principle would apply except in the case of actual bankruptcy. But in *Powles* v. *Hargreaves*, 3 D. M. & G. 430, 2 W. R. 21, the doctrine was applied in a case where a composition deed had been executed containing a proviso that all questions, &c., should "be decided according to the laws as administered in bankruptcy in England." And ever since the test would seem to be whether there has occurred a double insolvency, so as to prevent each estate from discharging the bill, and a forced administration of the insolvent estates: See *Hickie & Co's case, Re New Zealand Banking Corporation*, L. R. 4 Eq. 226, 15 W. R. 954; *In re General Rolling Stock Company, Ex parte The Alliance Bank*, L. R. 4 Ch. 423, 17 W. R. 248.

In the later cases the great struggle has really been to show that the facts were not such as to bring the case within the decision in *Ex parte Waring*. Thus the last-mentioned decision went upon the ground that the parties had agreed that what had been a security for an acceptance should no longer be so; and this before the occurrence of the double insolvency. Until then they, of course, had a perfect right to act as they pleased with regard to the securities. It was only this event which gave rise to the application of the principle. In *Ex parte Waring*, it should be remarked that Lord Justice Selwyn expressly states that it would in his judgment make no difference that one of the insolvent estates was that of a deceased testator, the personal representative appearing and agreeing to be bound.

Two important qualifications, however, of the rule have been introduced by the Master of the Rolls—one in an extra-judicial dictum in *In re New Zealand Banking Corporation, Hickie's case*, where his lordship expresses his concurrence in the distinction suggested in argument between that case and *Ex parte Waring* that in the latter case the securities when realised and applied in payment of the bill would have left a surplus for the drawer, whilst in *Hickie's case* there would have been a deficiency, and on an account taken between drawer and acceptor the balance would have been in favour of the acceptor, who would have had a general lien for that balance. These facts would, his Lordship thought, take the case out of the rule of *Ex parte Waring*. We have before now expressed our inability to follow this reasoning (12 S. J. 173). The case was, however, decided on the ground that one of the supposed insolvent estates was not really insolvent, but was only being wound up under the Companies Act, and was, in point of fact, solvent.

The other qualification to which we have referred was in *Loder's case*, 16 W. R. 1076, L. R. 6 Eq. 491. There the Joint Stock Discount Company had guaranteed the acceptances of the Contract Corporation which had assigned a security to them in respect of such guarantee. Loder, in ignorance of the transaction, discounted the bills, and on both companies being wound up, proved against each, receiving on the whole an amount larger than the security realised, but less than the acceptances. It was held that the security was not to be applied in discharge of the bills, but in this case, also, we find it difficult to follow the reasoning of the Master of the Rolls, for the rule in *Ex parte Waring* does not depend on any inherent right of the bill-holder, and how did the fact that he had proved against the two estates get rid of the "deadlock" caused by the rights of the guarantor and guaranteed to have their respective estates cleared from the claim of the bill-holder by means of the securities?

How could either the drawer or the acceptor claim the benefit of the security without having discharged this bill? That surely is the true test, and not a comparison between the amount received by the bill-holder, by way of proof, from the two estates, and the value of the security when realised. It is not so clear what is the precise form of remedy for the bill-holder to adopt. It would seem from the decision in *Inman* v. *Clare*, Johns. 769, 7 W. R. Ch. Dig. 7, to be doubtful whether he has a right to file a bill (in the absence of an assignment to him of the security, which, of course, would give him independent rights), and that his safer course is to apply to the Court of Bankruptcy in order to make the securities available. But in the *City Bank* v. *Luckie*, 18 W. R. 1181, L. R. 5 Ch. 773, it would seem that the holders of the acceptances successfully filed a bill, and that the

point in that case as to his right to do so was not raised. The latter case, it may be observed, seems to some extent to conflict with the *New Zealand Banking Corporation, Levi's case*, L. R. 7 Eq. 449, 17 W. R. 565. There securities had been deposited, not against the bills then in question, but against what should be owing on a general account, and the money due on the bills then in question fell under that description. The Master of the Rolls held that the rule did not apply so as to enable the billholders to realise the securities. In the *City Bank* v. *Luckie* (*ubi sup.*) it was contended that the security was merely to secure a cash credit, and not to secure the bills in question, but the Lord Chancellor, reversing the decision of Stuart, V.C., held that the rule applied. The late decision in the Exchequer, to which we have referred, does not throw any new light upon the question, but is interesting as being the first recognition by a common law court of the principle which we have been discussing.

LEGISLATION OF THE YEAR.

CAP. LXV.—*An Act to amend the bastardy laws.*

The object of this Act is to provide more efficient means for compelling the fathers of bastard children to support them, and so, on the one hand, to save the children themselves from danger of neglect, and on the other, parishes from the burden of their support. The main changes which it makes in the law are the following:—It (section 3) allows proceedings against the father of a bastard child who has gone abroad within twelve months after the birth to be taken within twelve months after his return to England. It (section 4) raises the amount which may be permanently awarded against the father to five shillings a week, and removes the limit of amount which may be awarded for expenses of birth or funeral expenses. It omits the proviso in the former Act limiting the amount recoverable to thirteen weeks' allowance. It (section 5) omits the words of the former Act, whereby the allowance stops on the marriage of the mother. And it empowers the justices, if they think fit, to direct the allowance to continue till the child is of the age of sixteen, instead of necessarily stopping at thirteen. And (by section 8) proceedings may be taken against the putative father by the guardians of any union or parish to which the bastard child becomes chargeable. Section 8, which deals with this matter, requires that the summons in such case should be issued by two justices (in the case of the mother's application one is sufficient). The order may then direct him to pay to the guardians "such sum, weekly or otherwise, towards the relief of the child during such time as the child shall continue, or afterwards be chargeable, as shall appear to them to be proper;" no other limit of time or amount being provided for. The order, however, can only be made "upon such evidence as is by this Act required in the case of a summons issued upon the application of the mother;" and as it has been lately held upon the words of the old Act, which are similar to those of the new, that an order upon the application of the mother cannot be made without the mother being herself examined, even though this be in consequence of her dying between the summons and the hearing:—*Reg.* v. *Armytage* 20 W. R. 1015. It would seem to follow, if this decision be upheld, that the section now in question will be operative only where the mother is still living, and can be produced as a witness.

We have already (*ante*, p. 842), pointed out the unfortunate mistake, by which the operative sections of the old Act were repealed at once, and yet the new Act is made to apply only in the case of children born after its passing.

CAP. LXX.—*An Act to make better provision respecting certain fees payable to the Law Officers of the Crown of England.*

The object of this short Act is simply to carry out the recent arrangement whereby the Law Officers are in the main to be paid by salary for the future instead of by fees. And it directs that all patent fees and certain others shall for the future go to the Treasury. The Act consists of only three short sections, only one really operative, and is chiefly noticeable because in that short space its framers have found room for at least one new vagary in drawing, and one obvious ambiguity. The new vagary is this:—They wanted to say that such and such things shall befall the Attorney and Solicitor-General; and instead of saying so point blank, they, in section 1, enact as was desired by any "Law Officer," and, in section, define "Law Officer" to mean the Attorney or Solicitor-General. This particular method of multiplying words uselessly is, as far as we know, new in the case of an Act containing one operative section.

The obvious ambiguity is this. Section 1 says that certain fees payable to "any Law Officer or his clerk" shall for the future go to the Treasury. Section 2 says "this Act shall not apply to the person who is Attorney-General at the time of the passing of this Act." Does it apply to his clerk?

CAP. LXXIV.—*An Act to amend the law for the prevention of Adulteration of food and drink and of drugs.*

This clumsy and discreditable piece of legislation will probably disappoint the expectations of a great many persons; and on comparing its provisions with those of the incorporated Acts it is difficult to see any sufficient reason for passing it.

The first section deals with the offence of admixing foreign ingredients with food, drink, and drugs; the second with that of selling food, drink, and drugs so treated; and both sections make a broad distinction between food and drink on the one hand, and drugs on the other. By section 1, any person wilfully admixing with any article of food or drink any *injurious or poisonous* ingredient to adulterate the same for sale, is subjected to a fine (not exceeding £50) for the first offence, and to imprisonment not exceeding six months for a second; and by section 2, every person selling any article of food or drink with which to his knowledge any ingredient, *injurious* to the health of persons eating or drinking the same, has been mixed is subject for every such offence to a fine (not exceeding £20), to which is added, upon any second or subsequent offence, the liability to have the particulars published at his own expense in a newspaper, or otherwise as the justices may direct. Thus, with respect to food and drink, it is in both cases required that the admixture which is to make the person admixing or selling liable to the penalties imposed, must be the admixture of some *injurious* ingredient. And this is carried out in section 9 by the provision that the public analyst who is employed by a private purchaser to analyse his purchases is, in the case of food or drink, to certify whether, if adulterated, it is so adulterated as to be injurious to health; but, strangely enough, in section 6, which deals with the analyses of purchases made by public inspectors, no such direction is given. In addition, however, to the protection against being poisoned by their meals, the public are further protected to some extent against having their food and drink mixed with rubbish. By section 2 every person selling as unadulterated any adulterated article of food or drink is made liable to the same penalties as if he knowingly sold food or drink mixed with injurious ingredients. But to construe this provision section 3 must be read, which defines the person selling an adulterated article of food or drink as one who sells it "knowing the same to have been mixed with any other substance *with intent* fraudulently to increase its weight or bulk, *and* who shall not declare such admixture to any purchaser before delivering the same." It is therefore only where the foreign substance has been mixed with this fraudulent intent that the provision in the second section applies. It is also to be observed that no penalty is imposed on the person making such an

admixture, but only on the person selling the food or drink so mixed—without declaring the admixture; neither need the seller declare the admixture, unless he knows of the fraudulent purpose.

With respect to drugs the Act is more stringent. By section 1, every person admixing *any* ingredient with any drug to adulterate the same for sale is made liable to the penalties imposed by that section (as above mentioned). The public are, therefore, in this case, protected against any admixture whatever. But when the Act comes to provide for the case of the seller, the drug is put on a worse footing than food and drink. The seller is only liable under section 2 if he sells as unadulterated an adulterated drug; and by section 3, he only, "and no other," sells an adulterated drug, who sells it mixed with some other substance with intent fraudulently to increase its weight or bulk. If, therefore, he knowingly sells a drug which has been mixed (not by himself) for the purpose of adding a flavour, or giving it an appearance of freshness, he is not liable, even though the added substance is injurious to health; and it may even be questioned whether the negative words of section 3 do not take away the effect of section 24 of 31 & 32 Vict. c. 121, except as to the final clause, and of section 3 of 33 & 34 Vict. c. 26. Why those Acts are incorporated is not obvious; they do not even define the word "drug," but, on the contrary, use, in the section just referred to, the word "medicines."

The same penalties which are imposed by section 1 on persons adulterating food, drink, or drugs, are also, by the same section, imposed on persons who "*order* any other person" so to adulterate them.

As we have already observed, on comparing these provisions with those of the Pharmacy Act, 1868 (31 & 32 Vict. c. 121), the Act for preventing the adulteration of articles of food and drink (23 & 24 Vict. c. 84), and the Act to regulate the sale of poisons in Ireland (33 & 34 Vict. c. 26), which are by section 4 incorporated with it, we cannot but wonder why it was passed. Its provisions are, in some respects, less stringent than those of the earlier Act of 23 & 24 Vict. c. 84; section 1 of the latter corresponds, as to food and drink, with section 2 of the former, but is not qualified by any such provision as that contained in the following section (s. 3). It is true its penalties are more severe, and that it touches those who mix only, as well as those who sell. The former is something, but the class of those who mix without selling is probably a very limited one. But nothing can excuse the slovenliness of the process by which one Act is thus piled upon the back of another, and concurrent, and sometimes conflicting, enactments left standing side by side.

Probably the detective machinery provided by the Act for suppressing the practice of adulteration is what will be most looked to for effecting its purpose. This machinery is created by sections 5 to 11. By section 5 the various local authorities therein described may, and at the instance of the Local Government Board or a Secretary of State must, appoint public analysts for their districts, whose salaries, together with all other expenses of executing the Act, are to be borne by the rates (section 11). The inspectors of nuisances, of weights and measures, or of markets, as the local authority may determine, are to procure (no doubt within the district, see section 5), and submit to the analysts, samples of food, drink, and drugs suspected to be adulterated (section 6); and, on receiving a certificate of adulteration, are to cause a complaint to be made against the offending party. The summons is to be served upon the premises where the samples were obtained or sold; this appears to exclude the action of the inspector against the actual adulterator, where he is not also the seller, or the person from whose premises the sample was obtained; but there seems nothing to prevent private persons from taking proceedings (see section 8). The penalties upon conviction have been already mentioned (sections 1 and 2); and in addition, the justices have implicitly the power of ordering the offender to pay the costs of his own prosecution. If, however, the last-mentioned order is made, it seems that the expenses are no longer within section 11. In order to secure those who may be prosecuted against fraud or mistake, section 8 requires the purchaser or inspector to prove that the article in question was delivered to the analyst "in the same condition as regards its purity or impurity as it was when received from the seller;" and by section 10 all articles to be analysed by the public analysts are to be received by the inspectors, who are, in the presence of the analysts, to take and seal samples, which they are to retain and to produce if the justices order other analyses to be made. This provision as to samples applies equally to analyses under section 9, by which any purchaser may, on payment of a regulated fee to the inspector, have any article of food, drink, or drugs bought by him within the district analysed by the public analyst, from whom he is entitled to receive a certificate of the result, and this certificate, signed by the analyst, is to be *primâ facie* evidence of the matters certified therein. This provision as to evidence does not occur with respect to certificates given to inspectors.

By section 7 the analysts are also to make quarterly reports to the local authorities appointing them of the number of articles analysed by them during the quarter, with particulars of the adulteration, but not apparently of the names of the sellers. It will be noticed that these provisions differ from those of 23 & 24 Vict. c. 84, mainly in having a more imperative character.

This field of disorder is further perplexed by the fact that the Licensing Act (35 & 36 Vict. c. 94), passed in the same session, also contains provisions as to adulteration (ss. 19—22). These are, of course, confined to intoxicating liquors, but not to "licensed persons." By section 19, every person mixing, or causing to be mixed, with any "intoxicating liquor" (see s. 74) sold or exposed for sale *by him* (this limitation does not occur in the Adulteration Act, s. 1), any of the scheduled substances (a nauseous list, see also s. 21) or any ingredient deleterious to health; and every person who knowingly sells or exposes for sale (under the Adulteration Act there must be an actual sale, s. 2) any intoxicating liquor so mixed, is made liable for the first offence to a penalty of £20, or a month's imprisonment; for the second, to a penalty of £100, or three months' imprisonment, with other penalties appropriate to the trade, and in particular, until forfeiture of his license, any licensed person convicted is to have the conviction recorded on his license, and notified to the public during a fortnight by a placard affixed to his premises. Here again it is to be observed, the adulteration must be with a *deleterious* ingredient (unless scheduled); but there seems nothing to prevent a publican from being convicted for merely watering his liquor under section 2 of the Adulteration Act. By section 20, a "licensed person" possessing adulterated liquor with knowledge is to be "deemed knowingly to have exposed for sale adulterated liquor," unless he accounts satisfactorily for its possession; there is no provision similar to this in the Adulteration Act. Neither by this Act nor by the Adulteration Act of 1872 is knowledge of adulteration imputed to the seller; it is, however, imputed to an English or Scotch chemist (31 & 32 Vict. c. 121, s. 24), though not to an Irish one (33 & 34 Vict. c. 26, s. 3). Section 22 provides the machinery for inspection, which is quite independent of the local authority. Any police officer duly authorised, or any officer of inland revenue, may procure samples, either by purchase or by requiring the seller to give him (on payment of their value) samples out of his vessels, inspection of which the seller is compelled to permit; the samples are to be analysed under the direction of the inland revenue, after notice to the seller, who may be present when they are opened (there is no such provision in the Adulteration Act); the analyst is to certify as to adulteration, and

his certificate is evidence on proceedings against the seller, who has, however, the right to cross-examine him; the costs of analysis, with the other costs of prosecution, are to be paid by the convicted offender. A more perfect protection against fraud or mistake than that contained in the Adulteration Act is provided, by entitling the seller to seal with his own seal, and mark with his name and address, the sample taken for analysis, and to require the officer to seal, and have with him a corresponding sample; when this is done the analyst must certify that he received the sample with the seals unbroken.

CAP. LXXVIII.—*An Act for the protection of certain wild birds during the breeding season.*

An Act was passed in 1869 (32 & 33 Vict. c. 17) "for the Preservation of Sea-birds," by enacting certain penalties on the destruction of sea-fowl within a close time created by the Act. The Wild Birds Protection Act of this year purports to extend a similar shield over inland land and water birds. In the case of the sea-fowl, the close time created by the Act of 1869 is from the 1st of April to the 1st of August; the close time provided by the present Act for inland wild birds is from the 15th of March to the 1st of August. The Sea-birds Act contained a very ridiculous blunder: it penalised "killing, wounding, or *attempting* to kill or wound," and then fixed the penalty at per bird killed, wounded, or taken; so that as unsuccessful "attempts," though included in the Act, cannot be punished under it, and a sufficiently bad shot may still spend his summer holiday in blazing at the gulls, without incurring any penalty. The present Act avoids any such incongruity by saying nothing about attempts; it simply enacts that any person knowingly killing, wounding, or taking, or exposing for sale any bird, killed, wounded, or taken in the close time, shall be liable on conviction before any justice of the peace to pay, per bird, the fine named. In the Sea-fowl Act the fine and costs were not to exceed £1; the "wild birds," however, are valued lower, since the fine and costs for killing, &c., a wild bird are not to exceed 5s. The wild birds have, however, a *per contra*; the sea-fowl enactment did not extend to protect young birds unable to fly, while the present Act contains no corresponding exception. As in the Sea-fowl Act, there is a further penalty against offenders refusing their names, or giving false names, &c., and offences committed within Admiralty jurisdiction are punishable as though committed where the offender is apprehended; but there is no power, as in the Sea-fowl Act, of creating local exemptions by Order in Council. The schedule enumerating the birds to which the Act is to extend illustrates the difficulty of embodying such provisions in legislation. It comprises 79 names. It includes the hedge-sparrow and goldfinch, but ignores the yellow-hammer, chaffinch, bulfinch, and linnet. Again, it includes the woodlark, but not the skylark or titlark. The moor-hen and coot, too, are protected, but not the dab-chick. The object of the Act, if attainable, is laudable; at any rate the schedule should have been "settled" by a better naturalist.

CAP. LXXIX.—*An Act to amend the law relating to Public Health.*

By this Act the whole of England is divided, for sanitary purposes, into what are called "urban sanitary districts" and "rural sanitary districts," which are to be subject respectively to the jurisdiction of "urban sanitary authorities" and "rural sanitary authorities." Urban districts include boroughs, Improvement Act districts, and Local Government districts, for which the authorities respectively are to be the mayor and council, the improvement commissioners, and the local board. The rural districts are the various unions, so far as they are not coincident with, or included in, urban sanitary districts, and the rural sanitary authorities are, with certain restrictions, the guardians of the various unions. To these new authorities are transferred all the powers and duties of local boards under the Local Government Acts, the sewer authority under the Sewage Utilization Acts, the nuisance authority under the Nuisances Removal Acts, and the local authority under the Common Lodging Houses Acts, the Artizans' and Labourers' Dwellings Act, the Diseases Prevention Act, and the Bakehouse Regulation Act. The bare enumeration of these various authorities is sufficient to show the crying need that existed for an Act to concentrate their powers in one sanitary authority. But it will be seen that this is a centralizing and consolidating Act, rather than one which introduces sweeping sanitary reforms. Most of it is taken up with the arrangement of the machinery rendered necessary by and for the transfer of authority. The Local Government Acts are to be deemed to be in force within the district of every urban sanitary authority, and any such authority is to be at liberty to adopt the Baths and Washhouses Acts, and the Labouring Classes Lodgings Acts, if not already in force within the district.

Elaborate provision is made for the expenses of the sanitary authorities, for which purpose they are given somewhat considerable powers to borrow on the security of rates. It is probably an improvement to provide, as is done by sections 34-36, that certain consents hitherto required to be given by one of her Majesty's principal Secretaries of State, for borrowing and other purposes, and certain powers hitherto exercised by the Board of Trade with regard to alkali nuisances, and by one of her Majesty's Principal Secretaries of State with regard to turnpike roads, should now be given or exercised by the Local Government Board. The whole scope and object of the Act would in fact seem to be to centralise all authority for sanitary purposes. But it certainly seems at first sight a step in advance in local government when the Legislature deputes the power by section 33 to the Local Government Board "on the application of the sanitary authority of any district by provisional order, wholly or partially to repeal, alter, or amend any local Acts other than Acts for the conservancy of rivers in force in such district, and not conferring powers or privileges upon corporations, companies, undertakers, or individuals for their own pecuniary benefit, which relate to the same subject matter as the Sanitary Acts.

Later on, however, our fears are dispelled by section 45 (wholly disconnected, by the way, from the section just referred to), which provides that a Local Government Board may submit to Parliament for confirmation any provisional order, but "any such provisional order shall be of no force whatever unless, and until, confirmed by Parliament." Section 51 is a wholsome provision, enabling every sanitary authority to direct the destruction of infected bedding, &c., and to give compensation for it.

We observe that section 42 abolishes the exemption from stamps which was granted by the Public Health Act, 1848, in favour of "any deed, award, submission, instrument, contract, agreement, or writing," made by the local boards for the purposes of the Health Acts. Considering the purely public nature of such bodies and their contracts, we should have thought that the gain to the public revenue from the stamps would hardly counterbalance the public inconvenience which might be caused by inadvertent omissions to affix the proper stamps in all cases.

CAP. LXXXI.—*An Act to amend the Attorneys and Solicitors Act, 1860, by extending to members of the Faculty of Advocates in Scotland the privileges conferred therein on writers to the signet, solicitors before the Supreme Courts, and procurators before the Sheriffs' Courts.*

The 15th section of the Attorneys and Solicitors Act, 1860 (23 & 24 Vict. c. 127), enacted that Scotch writers to the signet, solicitors in the Supreme Court, or procurators of the Sheriffs' Court, may become attorneys or solicitors in England on serving three years' articles in

England or Wales. The present Act is passed to extend the same privilege to members of the Scotch Faculty of Advocates. The only remaining point which we need notice in this statute is, that whereas the Act of 1860 specially enacts, in each case in which service of articles is prescribed as a preliminary qualification for admission or enrolment, that one year's service with the London agents shall be deemed good service under the articles—the present statute, for some reason or o her, is silent upon the head of service with London agents.

RECENT DECISIONS.

EQUITY.

MORTGAGE BY EXECUTOR TO A BUILDING SOCIETY.

Cruikshank v. *Duffin*, V.C.M., 20 W. R. 354.

The prudence of an executor mortgaging assets for executorship purposes to a building society seems questionable, since he must become a member of the society for the purpose of obtaining the loan. In *Cruikshank* v. *Duffin* we have a decision that an executor may legally effect a mortgage of leasehold property for executorship purposes to a building society, with a power of sale, and with the incidents of a building society mortgage on advanced shares. The question arose in a suit for specific performance brought by the society against a purchaser under the power of sale, upon whom it was held that the title could be forced. The general power of an executor to sell, mortgage, and pledge the assets was discussed by Lord Eldon in *McLeod* v. *Drummond*, 17 Ves. 152. Vice-Chancellor Knight Bruce once decided that where a power of sale was given by an executor upon a mortgage, the title under that power could not be forced on a purchaser (*Sanders* v. *Richards*, 2 Coll. 268). It is, however, now settled that a good title can be made under a power of sale created by an executor (*Russell* v. *Plaice*, 18 Beav. 21; *Re Chawner's Will*, 18 W. R., Ch. Dig. 841, L. R. 8 Eq. 569); for a power of sale is incident to a power to mortgage, unless expressly excluded (*Bridges* v. *Longman*, 24 Beav. 27). It has not, so far as we are aware, been decided previously to *Cruikshank* v. *Duffin*, that the principle that an executor may give to a mortgagee a power of sale applies in the case of a mortgage to a building society. On principle the decision appears correct enough. The power of sale is a mere incident of the power to mortgage, which the executor possesses *virtute officii*; and if an executor chooses, in creating a mortgage, to render himself individually liable, no one can say that that is an objection to the mortgage, or an objection to the power of sale which it contains. If the executor chooses to run the risk of entering into a personal covenant to pay the loan, which in the case of a building society's mortgage he must do, what has that to do with a purchaser under the power of sale? The principle is evidently an universal one, that an executor can confer a power of sale on his mortgagee.

WIFE'S EQUITY TO A SETTLEMENT.

Giacommetti v. *Prodgers*. V.C.M., 20 W. R. 859.

The above decision follows *Aguilar* v. *Aguilar*, 8 Madd. 414, where Vice-Chancellor Leach held that a married woman who has an adequate fund settled to her separate use is not entitled to any further provision out of a fund which her husband claims *jure mariti*, unless in case of his desertion or insolvency. It is important to remember that a married woman's equity to a settlement only arises where she is in need of a provision; and the burden is upon her, according to *Giacommetti* v. *Prodgers*, to show that she is in need of a provision. In fact, her equity to a settlement is altogether relative, and not absolute. Except as altered by the Married Women's Property Act, 1870, the law gives the wife's property to the husband, and imposes on him the obligation of maintaining her. If he fails in that obligation, either by desertion of his wife, or by inability to assist in her support, the Court will fasten that obligation upon the property itself. (*Aguilar* v. *Aguilar*, *sup.*) In *Giacommetti* v. *Prodgers* (*sup.*) the lady had property settled to her separate use producing £2,000 a year, out of which she contracted to allow her husband, with whom she did not cohabit, £300 a year. The Vice-Chancellor thought this a competent separate maintenance, and that on a sum of £6,000 coming to her husband in her right she had no equity to a settlement of any part of it. The case will remind our readers of *Re Erskine's Trusts*, 3 W. R. 262, 1 K. & J. 302, where a lady had what the court considered an adequate settlement, and on a fund coming in, it was held that her husband was entitled to the whole of it in her right, although living apart from her, the separation being by mutual consent, and neither party being in fault. So, too, in *Spicer* v. *Spicer*, 5 W. R. 431, 24 Beav. 365, where the property of the wife, consisting of £17,000 consols, was already settled on her for her separate use, the Master of the Rolls refused to settle a further sum of £2,000 belonging to her, and ordered the whole of it to be paid to her husband, with whom she had ceased to live.

It is always a question how far, if at all, the husband's legal right is to be displaced by the wife's equity. In considering this question, the Court takes into account not only all money of the wife previously received by the husband, but conversely, all money settled on her by him (*Re Erskine's Trusts sup.*), and in determining the proportion to be settled the Court is bound by no fixed rule but will exercise a judicial discretion according to the circumstances of the case: *Spirett* v. *Willows*, 14 W. R. 941, L. R. 1 Ch. 520; *Carter* v. *Taggart*, 5 De G. & Sm. 49, 1 D. M. G. 286. In any case, the Court will not interfere with the husband's right, beyond what is necessary to give effect to the wife's equity, and hence the form of the ultimate limitation in a settlement made by the Court of property subject to a wife's equity is, after the death of the wife and failure of children of the present or any future marriage, for the benefit of the husband whether he survive the wife or not: *Croxton* v. *May*, 18 W. R. 375, L. R. 9 Eq. 404.

Where the husband is insolvent (*Brett* v. *Greenwell*, 3 Y. & C. Ex. 230) or has deserted his wife (*Dunkley* v. *Dunkley*, 2 D. M. G. 390), the whole fund will be settled; but as a general rule the Court will not settle the whole of a wife's fund upon her and her children unless the husband is insolvent, or has been guilty of gross misconduct, such as adultery, cruelty, or desertion (*Re Suggitt's Trusts*, 16 W. R. 551, L. R. 3 Ch. 215), or unless there are special circumstances such as in *Gardner* v. *Marshall*, 14 Sim. 575, where the whole fund was settled in consequence of the large sums the husband had received from the wife's family, the fact that the woman was unprovided for, and her former circumstances and condition in life.

WILL—ABSOLUTE INTEREST—MAINTENANCE OF CHILDREN.

Mackett v. *Mackett*, V.C.B., 20 W. R. 860.

This case involved the point so fully discussed in *Lambe* v. *Eames*, 19 W. R. 659, L. R. 6 Ch. 597, whether a trust for the benefit of the children was constituted or not. There is no longer the same tendency that there formerly was on the part of the Court to interpose a trust in these cases, if we may judge from *Lambe* v. *Eames* (*sup*). The testator in that case gave his estate to his widow, "to be at her disposal in any way she may think best for the benefit of herself and family," and the Lords Justices assuming, as was probable, that there might be some obligation on the widow to do something for the benefit of the children, thought it could not be extended to mean a trust for the widow for her life, and after her death for her children, in such shares as she might think fit to appoint. What the testator meant, no doubt, both in *Lambe* v. *Eames* and *Mackett* v. *Mackett*, was an absolute gift to

his widow. Unfortunately for his estate, he went on to express his motive for the gift, and that in the present state of the authorities was quite enough to render it necessary to take the opinion of the Court on what he really meant.

COMMON LAW.

LANDLORD AND TENANT—BREACH OF COVENANT—FORFEITURE.

Varley v. *Coppard*, C.P., 20 W. R. 972; *Grimwood* v. *Moss*, C.P., *Ibid.*

From the first of these cases it would seem that the notion has been entertained, that if a lessee's covenant against assignment of the "demised premises" does not go on to add "or any part thereof" the lessee may with impunity assign to his co-lessee. But whether this, or any other reason was relied on, the Court did not admit its validity, and gave judgment for the lessor. It should be noticed that this was not an action of ejectment, but an action of covenant brought, not against the original lessee, but against one of two persons, to whom he had, with the lessor's consent, assigned the lease. What, under such circumstances, is the precise effect of such a covenant, and of a condition of re-entry founded upon it, is not quite clear; the difficulty consists in applying to several persons taking the interest jointly, the words of a covenant adapted only to a single person, the original lessee. It was not necessary to decide anything as to this in the present case; it was clear that the defendant, the co-assignee who had actually assigned his share, was liable. But Willes, J., in the course of his judgment, seems to show to some extent what was his view of the matter. He says, "Each of them (the co-assignees) covenants *in respect of his interest* not to assign it without the consent of the plaintiff." This seems to imply that each is liable only for his own act, and not for the acts of his co-lessees. But if each is only liable on the covenant for his own act, the question arises, whether the condition of re-entry takes effect on any violation by either assignee of his separate covenant. It is difficult to say that the condition is more extensive than the covenant; yet, if not, it must in this case be gone altogether, for the lessor cannot re-enter upon an undivided part. But too much stress must not be laid on these words; there seems no reason why the covenant should not be treated as joint; a covenant by both, "that (as Willes, J., elsewhere puts it) neither will assign his interest in the whole." In that case an assignment by either would work a forfeiture, which would probably be the intention of the parties.

In *Grimwood* v. *Moss* the lessor sued in ejectment. He subsequently levied a distress for antecedent rent; and it was contended that this affirmed the existence of the tenancy, and defeated the ejectment. It was held, however, that the plaintiff had by his action of ejectment distinctly elected to avoid the lease, and had, therefore (the power of re-entry having actually arisen), avoided it in fact; his distress—if not lawful under the Statute of Anne—was a mere trespass. The Court refused to presume as against him and in favour of the tenant that the distress must be lawful; on the contrary, treating the action of ejectment as equivalent to entry (*Jones* v. *Carter*, 15 M. & W. 718), they held the lease to be absolutely gone, if, in fact, there was any breach to refer it to. Indeed, in answer to the argument that the bringing the action of ejectment was equivocal, it was said by Willes, J., that it was not so, because it asserted "the existence of *every* cause which justified the landlord in entering," and further, that it "had relation to the *first* breach." This cannot be meant strictly, for in that case the tenant might insist on referring it to any unwaived breach, though not enumerated in the particulars of breaches; whereas a tenant can never insist upon a breach being a forfeiture unless the landlord treats it as such. But, again, supposing the action to be brought, but not to be prosecuted, and no particulars of breaches given, how is it to be known what is the breach the lessor has elected to treat as a forfeiture (for strictly there can be but one such)? If the tenant is entitled to take the earliest, this may sometimes be very convenient for him. But where in fact the lessor has made no election with regard to some specific breach, it is very hard to say that he has elected with respect to any at all. And even if he has given particulars of breaches, it seems by *Toleman* v. *Portbury*, L. R. 7 Q. B. 344, that this does not amount to an election. There, indeed, the earliest breach in the particular was the one on which he ultimately relied; the only question was whether the addition of a subsequent breach waived the earlier one, by impliedly asserting the continued existence of a tenancy; but the principle of the case seems to go further. Suppose at the trial he had only given evidence of a later breach, such as non-payment of rent; could the tenant have resisted an action for the rent on the ground that the earlier breach had been included in the particulars? According to the views expressed in *Toleman* v. *Portbury*, it would seem not. It seems much safer to follow the view of Keating, J., that the action was an "unequivocal election to treat the tenant as a trespasser;" for this the lessor must justify himself as he may, and this is how it is put in *Jones* v. *Carter*. If any inference were to be made, it seems much more reasonable to refer it to the latest rather than to the earliest cause of forfeiture; but it was sufficient to say that the lessor having in fact treated his former tenant as a trespasser, it was not to be afterwards inferred that he continued to treat him as tenant.

SHIPPING—NECESSARIES.

The Riga, Adm., 20 W. R. 927.

The general effect of this case is to decide that with reference to a suit in the Admiralty under 3 & 4 Vict. c. 65, s. 6, the word "necessaries" in the statute includes whatever would fall under that term in an action to charge the shipowner at common law. This is certainly the most reasonable view; it gives the fullest effect to the intention of the statute, and it avoids such subtle distinctions as that drawn in *The Comtesse de Fregeville*, Lush, 329, between necessaries for the ship and necessaries for the voyage. At the same time, it cannot be denied that the decision is contrary to that come to in *The Gosfabrick*, Swab. 344, 6 W. R. 871.

THE LORD CHIEF JUSTICE OF ENGLAND.—We are able to state, upon unquestionable authority, that the current reports as to the ill-health and intended resignation of Lord Chief Justice Cockburn are entirely destitute of any shadow of foundations. His lordship, who is at present yatching, is in the best health and spirits; and has, we are glad to learn, no idea of abandoning his seat on the bench which he so much adorns.—*Liverpool Daily Post.*

THE CITY OF LONDON COURT.—This court (open during the month of September, when all others are closed) has just concluded its sittings. The learned Deputy-Judge, Mr. R. A. Fisher, sat for 16 days, during which he disposed of 1,812 cases, viz., 1,606 original causes, four new trials, 63 adjournments and applications, one equity suit, one admiralty suit, and 137 judgment summonses.—*Morning Post.*

THE LICENSING ACT.—The law advisers of the Crown in Ireland have taken the liberty of amending one of the defects of the Licensing Bill. Shortly after the Act came into operation it was decided that under the provisions of the bill magistrates have no power to send persons convicted of drunkenness to prison, until after an attempt shall have been made to levy the amount of fine by distress, and the inconvenience of the new method of the procedure has been found, and a serious embarrassment in the execution of this portion of the Act. Having been consulted on the point by the Portlaw bench, the law advisers have declared that the issue of the distress warrant may be dispensed with, and a term of imprisonment imposed immediately, where the accused admits that he has no goods, or that a distress would be ruinous to himself and his family.—*Saunders' News Letter.*

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

April 24, May 14.—*Re the Albert Life Assurance Company. The Queen Insurance Company's case; the Standard Life Assurance Company's case; the Liverpool and London and Globe Insurance Company's case; the Whittington Life Assurance Company's case.*

Life Assurance company—Winding-up—Guarantee or reinsurance policy—Amount of claim on such a policy.

Where an insurance company A. grants a policy on a life, and then effects with another insurance company B. a reinsurance policy on the same life, and the reinsurance policy does not in express terms limit the liability so as to be merely a guarantee contract, then on the winding-up of the A. Insurance Company, although the claim of the assured on this company accrues immediately, the liability of the B. company on the reinsurance policy does not accrue immediately, nor is it limited to a sum proportionate to the sum actually paid by the A. company to the assured.

Where, however, the reinsurance policy is in express terms a guarantee policy, then the company granting it is liable only for a part of the sum guaranteed, proportionate to what is actually paid to the assured by the other company.

This was a question as to the claim on what are commonly called "reinsurance or guarantee policies."

In the case of the Queen Insurance Company the Albert Company had granted assurances on certain lives, and had then effected with the Queen Company policies for smaller sums on the same lives, the object of the Albert being to relieve themselves of a portion of their liability. The forms of these reinsurance policies were the Queen Company's ordinary forms with the following indorsement on the back:—"It is hereby declared and agreed that this policy is in all respects subject to the conditions of a policy, No. 6,881, issued by the Albert Company upon the life of the within-named Sir R. T. Gerard, Bart." In another case the indorsement ran as follows:—"It has been agreed between the parties to this policy that the conditions of a certain policy of the Western Life Assurance Society, numbered 9,049 m, and dated the 29th December, 1863, shall be considered as substituted for the conditions of this policy, to the intent that the liability of the Queen Insurance Company shall be precisely the same as that of the Western Life Assurance Society, to the extent of the sum hereby assured."

On the winding-up of the Albert Company it was contended on behalf of the Queen Company that, inasmuch as the claims of the persons assured on the Albert had immediately accrued, and only a dividend would be paid by the Albert on the estimated value of such claims, the liability of the Queen Company to the Albert was converted into an immediate liability, and that they were liable to pay to the Albert only a proportionate share of the sum actually paid by the Albert. Thus, if the reinsurance policy granted by the Queen were for half the sum assured by the original policy granted by the Albert, and the Albert policy were now valued at £300, on which the Albert was only able to pay a dividend of £30, then the Queen would be immediately liable to pay to the Albert the sum of £15 only. It was further contended that, whatever sums were payable by the Queen to the Albert must be set off against the sums payable by the Albert to the Queen Company on certain reinsurance policies effected by the latter with the former.

The same question arose with regard to reinsurance policies granted to the Albert by the Standard Life Assurance Company, the Liverpool and London and Globe Insurance Company, and the Whittington Life Assurance Company. In one case the indorsement was as follows:—"It is hereby agreed between the parties to this assurance that all the within-mentioned conditions shall be subject to the same conditions as those set forth in the policy of the Medical Invalid and General Life Assurance Society, numbered 12,524, and dated the 25th November, 1859, to the intent that the liability of the assurance shall be precisely the same, *pro rata*, as that of the Medical Invalid Society, to the extent of the sum hereby assured."

In the case of two policies, however, the terms of the contract were different. In 1851 the Western Society granted a policy for the sum of £4,999 on the life of W. H. P. Carew. On this policy was indorsed a policy granted by the Minerva Life Assurance Company to the Western Society, whereby after reciting the grant of the therewithin written policy, on the terms and conditions therewithin set forth, and further reciting to the effect that the directors of the Minerva Company had accepted a proposal for re-assurance to the extent of £1,000, in respect thereof on the like terms and conditions, subject to the exceptions and provisoes thereinafter mentioned, it was witnessed that, the undersigned being three of the directors of the Minerva Company, on behalf of that company, in consideration of the annual premium therein mentioned, did agree to relieve the trustees of the Western Society of their risk under the assurance therewithin recited to the extent of £1,000, and fully to indemnify them to such extent against all contingencies to which they might become liable thereunder, with certain provisoes therein contained.

Also in 1856 the Minerva Company granted a policy for the sum of £5,000 on the life of Mr. Hewetson. And on this policy was indorsed a policy granted by the Western Society, whereby, after reciting the grant of the within-written policy on the within-written terms and conditions, and further reciting that the directors of the Western Society had accepted a proposal for re-assurance to the extent of £1,000 in respect thereof on the like terms and conditions, subject to the exceptions and provisoes thereinafter mentioned, it was witnessed that the directors of the Western Society, in consideration of the half-yearly premium therein mentioned, did agree to relieve the directors of the Minerva Company of their risk under the assurance of the within recited policy to the extent of £1,000, and fully to indemnify them to such extent against all contingencies to which they might be liable thereunder, with certain provisoes therein contained.

Subsequently the Minerva Company became incorporated with the Standard Company, and the Western Society with the Albert.

Hemming, for the Queen Insurance Company, contended that the forms of the contracts were ambiguous, and must be interpreted by the established custom of assurance companies. It was the well-known custom to treat these policies as if they were in express and clear terms guarantee policies. In the case of bought and sold notes on the Stock Exchange they do not represent on the face of them the real nature of the transaction. Evidence of the custom of the Stock Exchange is admitted in order to explain their meaning and to show that they mean something else than that which appears on the face of them. So here, as between insurance companies there should be imported into the policy a meaning which the long-established custom of the office has given to it.

Everitt appeared for the Standard Life Assurance Company;

Waller for the Liverpool and London and Globe Life Assurance Company;

Bury for the Whittington Insurance Company, and

H. M. Jackson for the Albert Company.

Lord CAIRNS.—In what I am going to state with regard to the points that are before me to-day, I put aside, in the first place, the question about a policy indorsed as the one I hold in my hand is indorsed—the policy issued by the Minerva Company. I understand there is another policy in the same condition. In the other policy the indorsing party is a company incorporated with the Standard Company. In this the indorsing company is the Western incorporated with the Albert. In this case it appears that the indorsement on the policy represents expressly in the plainest and most accurate way the contract of guarantee or indemnity. There cannot be any question or any difference of opinion about it. No words more apt or proper could be used for expressing a contract of that kind. And in a case of that sort it seems to me that the indorsing company, to use a short term, are liable for so much and only for so much as is paid on the policy inside. If the policy inside drops, the indorsing company are liable for nothing; they have nothing

* Reported by Richard Marrack, Esq., Barrister-at-Law.

to pay. If the policy inside is settled by a payment of ten shillings in the pound, or five shillings in the pound, or whatever the composition may be, then by the express terms of the contract indorsed outside the indorsing company are only to pay the sum that has been paid on the policy inside because the words are: "Agree to relieve the directors of the Minerva Company of their risk under the assurance to the extent of £1,000, and fully to indemnify them to such extent against all contracts to which they may be liable thereunder." There is no contract there whatever to pay a shilling more than the company first ansuring have themselves to pay. How this may affect the settlement of the risks between the Albert and the Standard will decide on looking more carefully into it. I shall have to make a special order with regard to those two policies and with regard to such rights of set-off or adjustment, if any, as they give rise to.

I come now to the other policies in the case. I am not going to decide in any respect as to what the rights between two insuring companies may be, connected with the dropping of the original policy or the surrender of the original policy, or the bonuses that may be awarded on one or both of the policies, or any question, in short, connected with them except the one question before me. I know how dangerous it is unnecessarily to express an opinion on a question which does not come directly before one, and where there is not some case brought precisely raising one of those other questions.

The question which I have to deal with is this: a company insure a life; they then re-insure that life with another company for the whole or part of the sum by a contract such as that produced in the case represented by Mr. Hemming, or in the case represented by Mr. Bury; the company first insuring are by reason of insolvency unable to pay the whole of the sum insured, but they pay it to the extent of their assets, which produce only a few shillings in the pound. On this contract are the re-insuring company entitled to say:—We are to be in the same position as if the contract we have made had been on the face of it a contract of guarantee and indemnity only; we shall only pay on our re-insurance the same sum, or our proportion of the same sum, as you are able to pay on your original assurance? It is not for me to say, but that a bargain of that kind would be reasonable, and the fact that such bargains are made shows that they are present to persons' minds, and that they know how to enter into them, when they wish to do so. But I have to deal with a solemn written contract under seal, or under the hands of directors, if not under seal. As I understand the law on that point, it is this (assuming that there is evidence of custom which would be material on the point that I have put), that if the written contract is silent, or if it is equivocal, you may admit evidence of the custom, not to contradict the written document, but to supply what probably was left out, because it was the custom, because it was so well known in the minds of all parties concerned to be the custom, that therefore they express nothing about it. Such are the cases between landlord and tenant, where the custom of the country is hardly ever expressed; and the custom, not conflicting with any of the provisions, is allowed to be given in evidence, and is taken as part of the contract between the parties. But the law is clear that you cannot admit evidence of custom to contradict a written contract where it is clear and distinct. Here I have a contract as clear and distinct as anything can be, that in consideration of an annual payment to be made to the re-insuring company the re-insuring company solemnly promise that out of their assets they will pay, on the death of the life assured, a given sum, being either the entire sum or an aliquot part of the sum originally assured. That contract is clear and distinct; there is no qualification; there is nothing to derogate from it; there is nothing to make it contingent on anything except the payment of the premiums and the performance of the conditions. But the conditions do not touch this point, and do not in any way lessen the liability of the re-insuring company with reference to the solvency, the ability to pay, of the company originally insuring. It is an absolute and unqualified contract, and I should be infringing on everything that has been hitherto decided to be law, if I were to admit evidence to contradict the clear and distinct effect of those terms.

Even if I thought myself free to admit evidence of custom to contradict a written document, it seems to me that the evidence falls far short of proving any such custom, and does not touch the question that has occurred. There is not one witness who says that such a case as we are now dealing with ever did occur; and it does not follow from their view as to other cases, whatever they may be, that the rule alleged would apply to a case like the present. I must also say that the witnesses start, every one of them, by insisting on characterising all these policies as guarantee or re-assurance policies. They are not so expressed. There is no such word on the face of them. Upon these two other policies, of which I make an exception, the thing is expressed. They are, in terms, guarantee or re-assurance policies, and it may be, for aught I know, that it is as to policies of that kind that this general evidence is given. However, I could not receive the most precise evidence of custom in opposition to the clear words of the instrument; and I need not, therefore, further criticise the character of the evidence produced.

There is one difference in the case of the Whittington policies, which has to be adverted to. The reinsurance policies of the company represented by Mr. Hemming provided, in the first form, that the policy should in all respects be subject to the conditions of the Albert policy, and, in the second, that the conditions of the Western should be considered as substituted for the conditions of the indorsed policy, to the intent that the liability of the Queen shall be precisely the same as that of the Western. The Whittington form goes on to say:—"And that the sum assured by the within policy (if in force) should be payable on proof being given that the Bank of London and National Provincial Insurance Association are prepared to pay and discharge the sum assured by the above-described policy." In their altered form it is, "That the sum assured by the within policy shall be immediately payable, on proof being given that the Western Life Assurance Society have paid and discharged the sum assured by their policies." It seems to me that that was not in the least meant to say that the re-insuring company will pay the sum which is paid by the first company, and if that sum is less than the whole, it will only pay the same amount as was paid in the first instance. That is not the wording of the clause, nor is it the object or purpose of the clause. It is put in for a different reason, and a very obvious one. A certain length of time is given to an insurance company to settle a claim after death occurs; proof is required to be given of the death, and various other matters have to be cleared up satisfactorily to the company. The term is usually three months that is allowed for that purpose. The company first insuring finds that the life has dropped; evidence is given to the company first insuring of the death, and with reference to age and other matters, of which evidence is generally required at that juncture. The company first insuring are quite satisfied, and perhaps are wishing not to wait for the full period of three months, but are ready to make the payment short of it, or, perhaps, have made the payment. The object of this provision is that the company first insuring should not be, if I may use a mercantile expression, unnecessarily under cash advance. Nothing could be more inconvenient to the company first insuring than, when they went to the re-insuring company, that company should make difficulties as to the evidence of death, and the birth, and the age, and those matters which have to be proved on adjustment. Therefore this clause is inserted to make it imperative, and affirmatively imperative, on the re-insuring company to pay, when once the company first insuring are satisfied that the payment ought to be made. The words are not inserted for any negative purpose: they are words to create a liability to pay, not a limitation on a liability to pay; they are words having an opposite purpose to that for which they are used in argument.

Therefore, as to all the policies, except the two I mentioned first, the cases entirely fail as attempting to show that anything less is to be paid to the Albert by reason of their being insolvent and not paying twenty shillings in the pound. I shall express that in an order; and in the same order I shall also state the manner in which the adjustment is to be made with regard to the two guarantee policies of the Standard.

With reference to the policies, which were in express terms guarantee policies, the Arbitrator subsequently made an order that "the first policy is a guarantee or indemnity policy of re-assurance of the Standard Company. The liability of the Albert Company to pay the premiums made payable by the said indemnity policy of the Standard Company ceased at the commencement of the winding-up of the Albert Company—that is to say, on the 11th day of August, 1869; and the Standard Company are liable to repay, and shall repay, to the joint official liquidators of the Albert all money paid for these premiums since that day. The Standard Company are liable to pay, and shall pay, to the joint official liquidators of the Albert Company or their assigns, in respect of the said indemnity policy of the Standard Company, a sum equal to one-fifth part of the amount from time to time paid in the liquidation of the Albert Company by way of dividend on the sum of £1,822 17s"—being the sum at which the Albert Company's policy on the life of W. H. P. Carew has been valued for the purposes of the arbitration.

"The Standard Company shall from time to time pay such sum as aforesaid, within seven days after notice in writing given to them by the joint official liquidators of the Albert Company of the payment of such a dividend as aforesaid, subject, nevertheless, to the due observance and performance past and future by or on behalf of the Albert Company of the conditions of the said indemnity policy other than such of those conditions as relate to the payment of premiums.

"The second policy is a guarantee or indemnity policy of re-assurance of the Albert Company. The Standard Company are entitled to prove in this arbitration against the Albert Company for the sum of £184 18s., being the amount at which the said indemnity policy of the Albert Company has been valued under my direction for purposes of proof in this arbitration."

COMMON LAW JUDGES' CHAMBERS.

(Before QUAIN J.)

Oct. 15.—*The Tichborne Case.*

Change of solicitor—Lien on documents.

An application was made on the part of the Tichborne Claimant. His present solicitor, Mr. Thomas Beard, had taken out a summons entitled "The Queen v. Castro, otherwise Orton, otherwise Sir Roger Doughty Tichborne, Bart," calling on Messrs. Gorton & De Fivas, of Bedford-row, who had been his attorneys, to show cause why they should not forthwith deliver up all documents in their custody, possession, or power relating to the defence of Sir Roger Tichborne, and referred to in their bill of costs, upon having an undertaking given to them, by the trustees of the "Tichbrone Defence Fund," and that the documents be produced on the taxation of the bill of costs.

Nasmith (instructed by Mr. Beard), in supp ort of the application, said that a bill of costs had been delivered to the Claimant amounting to £1,200, and the same had not been taxed, and it was essential to the trial to come on in the Court of Queen's Bench that the Claimant should have possession of all the documents which were in the possession of his former solicitors. The law was that an attorney had a lien on the documents in his possession, and in this case the trustees of the Defence Fund were ready to pay the amount on taxation, but the bill could not at present be taxed. A sum of £500 had been paid.

J. Howard Payne, for Messrs. Gorton & De Fivas, said that where a client discharged himself from his attorney he was bound to pay the costs before the papers were given up. Lord Cottenham had held so in the Court of Chancery, and the same principle was maintained in all other courts. The right of the attorney was absolute to the documents.

His LORDSHIP asked whether the bill could not be taxed and the amount paid.

Mr. Blakesley (from the office of Mr. Beard) said he had made inquiries and found the bill could not be taxed at present.

His LORDSHIP wished to know whether the bill contained any items for criminal business.

Nasmith said the bill related to proceedings in almost all the courts, and, according to the usual practice, the bill could not be taxed until after the Long Vacation, on the 26th of October.

His LORDSHIP thought there were means of getting the bill taxed.

Nasmith observed that there was a difficulty as it was not vacation business, and there were matters in the Queen's Bench, Court of Probate and the Court of Bankruptcy.

His LORDSHIP had no doubt that the Taxing Master could deal with the whole matter. A Master had power to call in assistance as to bills of costs in other courts. In reply to some observations by counsel, his lordship remarked that he knew from the best authority that notice of trial would be given for the sittings after Term. His Lordship sent for Master Dodgson, of the Court of Common Pleas, and consulted him on the case.

Master DODGSON thought the best course would be to deposit a sum of money in court, on which the documents could be given up, and the bill taxed after the vacation.

Howard Payne urged that the attorney was entitled to a full deposit made before the papers were given up. Such was the invariable rule in law and equity where a client discharged himself from his attorney.

His LORDSHIP repeated that he believed notice of trial would be given for the sittings after next Term, and the party had a right to the papers deposited, if the former attorney was secured his costs. He thought the best course would be to refer this matter to Master George Pollock, and he had no doubt that, looking over the bill at home, he could pretty well estimate what the taxation would amount to. There had been £500 paid, and the balance would be paid when a probable amount was mentioned.

Howard Payne asked how the balance over the deposit could be had if Master Pollock fixed a smaller sum than the taxing master allowed.

His LORDSHIP had no doubt Master Pollock would fix the deposit at a proper sum. Already they had received £500, and the rest would be paid.

His LORDSHIP referred the matter to the Master mentioned to say *pro formâ* about what sum the bill of costs would be taxed at, and the amount to be brought into court, *minus* the sum already paid.

An order was accordingly drawn up in the terms stated.

APPOINTMENTS.

The Hon. GEORGE DENMAN, Q.C., M.P. for Tiverton, has been appointed a justice of the Court of Common Pleas, in succession to the late Right Hon. Sir James S. Willes. The new judge is the fourth son of Thomas, first Lord Denman, who filled the office of Attorney-General from 1830 to 1832, when he was appointed Chief Justice of the King's Bench, and held that position until March, 1850, being raised to the peerage in 1834, as Baron Denman, of Dovedale, in Derbyshire. Mr. Denman's mother was Theodosia Anne, eldest daughter of the late Rev. Richard Vevers, rector of Saxby, Leicestershire, by his wife, Theodosia Dorothy, third daughter of Sir Edmund Anderson, Bart., of Lea, in Lincolnshire. The new judge was born in Russell-square, London, on the 23rd December, 1819, and received his early education at the Repton Grammar School, whence he proceeded to Trinity College, Cambridge, of which he was scholar, and afterwards fellow. He took his bachelor's degree in 1842, as senior classic and "Captain of the Poll." Mr. Denman was called to the Bar at Lincoln's-inn in November, 1846. In 1848 he was elected a fellow of Trinity College, and held his fellowship till his marriage in 1852, when he was appointed auditor to the college. He practised on the Home Circuit, also attending the Kent and Rochester Sessions. In 1857 he was appointed one of the counsel for the University of Cambridge, and was created a Queen's Counsel in 1861, in the same year that Baron Cleasby, Sir Thomas Chambers, Sir Richard Baggallay, Mr. Justice Brett, Sir J. B. Karslake, Sir J. D. Coleridge, and Lord Justice Mellish received their silk gowns. Mr. Denman was also standing counsel to the Royal College of Physicians, and a member of the Council of University College, London, of the Social Science Association, and of the Juridical Society. He unsuccessfully contested the re-

presentation of Cambridge University in February, 1856, but was returned to Parliament in the Liberal interest as member for Tiverton in April, 1859, being the colleague of Lord Palmerston. He sat for Tiverton till 1865, when he was an unsuccessful candidate; but regained his seat in 1866, and was re-elected in November, 1868. As a legislator, Mr. Denman introduced and carried a bill in the House of Commons, in 1864, for assimilating the law on criminal trials to that on civil trials in certain matters of evidence and practice; and in 1869 a bill for further amending the law of evidence, by abolishing the disqualification of witnesses for want of religious belief and other grounds. In the debate in the House of Commons last February, respecting the "Collier Scandal," Mr. Denman spoke strongly in favour of the motion for a vote of censure. He was lately appointed one of the new governing body of the Charterhouse School, and last year published a translation of "Gray's Elegy," rendered into Greek verse. Mr. Denman married, on the 19th February, 1852, Charlotte, fifth daughter of the late Samuel Hope, Esq., a Liverpool banker, by which lady he has a family of four sons and two daughters. We must not omit to record that Mr. Denman during his University career distinguished himself as much on the river as in the Senate House. He was a "First Trinity" oarsman, and, besides rowing head of the river in a First Trinity crew, rowed twice, viz., in 1841 and 1842 in the University Boat-race. He was also a winner of the Colquhoun sculls, and still continues to take interest in the fortunes of the First Trinity Boat Club.

Mr. Thomas Speechly, solicitor, of New-inn, Strand, has been elected by the Court of Common Council, to be Registrar of the City of London Court. He was admitted in 1858, and was formerly in partnership with the late Mr. Henry Nethersole, under the style of Nethersole & Speechly, parliamentary agents. Mr. Speechly had for some years been Deputy Registrar of the City of London Court. The salary of the Registrar has been fixed at £800 a year, gradually increasing to £1,000.

Mr. Robert Swyer, solicitor, of Shaftesbury, Dorset, has been appointed Clerk to the Justices of the Shaftesbury division, in succession to Mr. C. E. Buckland, deceased. Mr. Swyer has also been appointed clerk to the Shaftesbury Board of Guardians, and likewise clerk to the Commissioners of Land, Income, and Assessed Taxes for the Shaftesbury division. He was admitted in 1833, and is a member of the Solicitors' Benevolent Association.

Mr. George Frederick Cooke, of 3, Serjeant's-inn, Chancery-lane, has been appointed a London Commissioner to administer Oaths in Chancery.

GENERAL CORRESPONDENCE.

Malins' Act and the Wills Act.

Sir,—Will you kindly allow the following point to appear in your correspondence columns:—Sir R. Malins' Act (20 & 21 Vict. c. 57).—A man makes his will in 1850, by which he leaves a reversionary interest in money to a lady now married, and dies in 1860. Is this will by the construction of the 24th section of the Wills Act to be deemed, for the purposes of Sir R. Malins' Act, "An instrument made after the 31st day of December, 1857," so as to enable the lady, with the requisite consent and formalities, to alienate her reversionary interest under that will? G.

Mr. William Dinham King, solicitor, of Camelford, Cornwall, has been elected Mayor of that borough for the ensuing year.

The stewardship of the manor of Whickham, in Northumberland, which has become vacant by the retirement of Mr. John Phillips, has been conferred by Lord Ravensworth on Mr. H. Clayton Manisty, of the firm of H. W. Fenwick & Manisty, solicitors, of Newcastle-on-Tyne.

"The Roman Origin of Equity."—We are requested to state that the lecture quoted by us under the above heading at p. 720 *ante*, was by Mr. Andrew Thomson, Lecturer on Equity to the Incorporated Law Society.

SOCIETIES AND INSTITUTIONS.

SOLICITORS' BENEVOLENT ASSOCIATION.

The 29th half-yearly general meeting of the members and friends of this valuable association was held in the Council Chamber at the Audit House, Southampton, on Friday, Oct. 11th, Mr. John Smale Torr (of London), Chairman of the Board of Directors, presiding. The following members of the profession were also present:—Messrs. J. Sharp, R. S. Pearce (town clerk), W. H. Newman, J. Robins, and C. F. Deacon (Southampton), F. J. Warner (Winchester), J. E. Paddon (Fareham), T. Coombs (Dorchester), F. Filleter (Wareham), M. Kemp-Welch (Poole), and A. W. Sadgrove, E. Hedger, W. B. Brook, and H. J. Torr (London).

The notice convening the meeting and the minutes of half-yearly meeting having been read, and the latter confirmed, the Secretary (Mr. Eiffe) read the report, which was as follows:—

"The directors have much pleasure in presenting this their twenty-ninth half-yearly report of the condition and operations of the association.

During the half-year ending the 30th of September last, 68 members were admitted to the association, making with those elected during the preceding half-year a total of 131 new members within the year.

The association has now 2,221 members enrolled, of whom 767 are life and 1,454 annual subscribers; 22 life members are also annual contributors to the funds, and one of them has generously increased his annual contribution from two to five guineas.

The usual audited abstract of the accounts is appended, from which it will be seen that the receipts during the half-year amounted to £1,843 2s. 10d., which, added to the receipts of the preceding half-year, make a total for the year of £4,722 15s.

Included in the receipts for the past half-year are—a sum of £57 10s. 1d. Consols and another of £62 10s. Reduced Three per cent. Annuities, being further donations received from the executors of the late John Saunders, Esq., of St. Ann's Villa, Burnham, Somersetshire, in pursuance of the will and deed of appointment thereunder, mentioned in the directors' report of October, 1870; and there are also two further generous donations of £50 each, from Mr. John Atkinson, solicitor, of Liverpool, and Mr. Robert Richardson Dees, solicitor, of Newcastle-upon-Tyne, both of whom are life members of the association. The directors have also the pleasure of announcing a further donation of £20 from Mr. John Clayton, of Newcastle-upon-Tyne, the deputy-chairman of the society, which was received since the half-year's account was closed.

The annual festival of the association in June last was presided over by Lord Cairns, supported by the Lord Chief Justice Bovill, and by several leading members of the bar. It was numerously attended, and resulted in a net addition of £612 to the funds of the association.

During the half-year, the directors have paid £380 in grants to one necessitous member and to the necessitous families of eight deceased members; the exceptionally large grant of £120 having been made in one case to enable the family to accomplish their desire of emigrating to Canada; the directors have also paid during the same period £170, in relieving the necessitous families of twenty-four deceased solicitors not members of the association. These sums, together with the grants during the preceding half-year, make a total of £615 paid within the year in assisting necessitous members and their families, and a total of £375 paid within the year in relieving the families of deceased solicitors who were not members, making in the whole £990.

Besides the addition to capital arising from the donation of Consols and Reduced Annuities before mentioned, a further sum of £600 London and North-Western Railway Four per cent. Perpetual Debenture Stock, and a sum of £250 London and St. Katharine Docks Four per cent. Debenture Stock, have been purchased as investments. The total funded capital of the association is thus increased to £23,622 12s. 1d. stock, viz.:—£6,583 3s. 3d. Three per cent. Consols; £7,803 17s. 8d. India Five per cents.; £5,016 1s. 2d. India Four per cents.; £3,907 London and North Western Railway Four per cent. Perpetual Debenture

Stock; £250 London and St. Katharine Docks Four per cent. Debenture Stock; and £62 10s. 0d. Three per cent. Reduced Annuities; producing together dividends amounting to £931 per annum.

A balance of £174 12s. 11d. remains to the credit of the association with the Union Bank of London, and a sum of £15 is in the secretary's hands.

The directors and auditors, whose term of office now expires, are eligible and are willing to continue their services if re-elected at the present meeting.

The resignations of Mr. Alfred Rhodes Bristow and Mr. John Satchell, both of London, and of Mr. James Frederic Beever, of Manchester, have created vacancies at the board; and Mr. John Young and Mr. Benjamin Greene Lake, both of London, solicitors, and Mr. Richard Radford, of Manchester, solicitor, have been nominated, with their concurrence, for your approval and election as their successors; and Mr. James Sharp, of Southampton, solicitor, and Mr. James Anderson Rose, of London, solicitor, have also been nominated, with their concurrence, as additional members of the board, and their names are likewise submitted for your approval and election.

At the general meeting in April last an alteration of the 17th rule of the association, for increasing the number of auditors from two to three, was brought under consideration pursuant to notice given, but owing to there not being a sufficient number of members present to constitute a quorum, the discussion of the subject was adjourned. A resolution, however, recommending the proposed alteration was passed by that meeting, and the proposition will be again submitted for your consideration at the present meeting.

It only remains for the directors to mention the circumstances under which they have convened the present meeting at Southampton.

This association has usually held its autumnal general meeting concurrently with the provincial meeting of the Metropolitan and Provincial Law Association, but that association having decided not to hold a provincial meeting in the present year, it became necessary for the directors (under the 8th rule) to select a suitable place for the meeting of the Solicitors' Benevolent Association. Southampton occurred to them as being a very desirable town in which to hold its meeting; and, having received encouragement and offers of assistance from members of the profession resident there, the directors have chosen it accordingly, and they trust that the result will be to extend the association further in the southern districts of England.

The directors take this opportunity of acknowledging the kind and cordial manner in which their professional brethren at Southampton have welcomed the proposal to hold the meeting there, and the valuable assistance which they have rendered in making the necessary arrangements for it."

The CHAIRMAN, at the conclusion of a lengthened and interesting address, moved the adoption of the report, which was carried.

Mr. M. KEMP-WELCH proposed a vote of thanks to the directors and auditors for their services during the past year, which was seconded by Mr. NEWMAN, and carried.

Mr. BROOKE acknowledged the compliment.

Mr. WARNER proposed the re-election of the directors and auditors, which was seconded by Mr. SADGROVE, and carried.

Mr. COOMBS proposed, and Mr. BROOKE seconded, the election of Messrs. John Young, B. G. Lake, and J. A. Rose (London), R. Radford (Manchester), and James Sharp (Southampton), as directors, and the propositions were carried.

Mr. PADDON moved, and Mr. HEDGER seconded, a vote of thanks to the Mayor and Corporation of Southampton for the use of the Council Chamber, and, on its being carried,

Mr. SHARP, as the only member of the Corporation present, acknowledged it, remarking that he was sorry to see so small a number of the Southampton solicitors present.

Mr. PADDON proposed a vote of thanks to the Chairman, and Mr. SHARP seconded the same, and, in replying, the Chairman proposed a vote of thanks to Messrs. Sharp and Deacon, two of the committee, by whose kindness the arrangements had been carried out for the reception of the association in Southampton.

Mr. BROOK seconded it, and Mr. C. F. DEACON responded.

The members then separated, to meet again at the Imperial Hotel at dinner, later in the afternoon.

THE NEW LORD CHANCELLOR.

At the Court held on the 15th October, at Balmoral Castle, Lord Hatherley had an audience of Her Majesty and resigned the Great Seal, which was thereupon consigned by her Majesty to the keeping of Sir Roundell Palmer, who was sworn a member of the Privy Council, and appointed Lord Chancellor. Sir Roundell Palmer will be raised to the peerage by the title of Baron Selborne, of Selborne, in the county of Southampton. The new Chancellor is the second son of the late Rev. William Jocelyn Palmer, for many years rector of Mixbury, in Oxfordshire, by Dorothea, youngest daughter of the late Rev. William Roundell, of Gledstanes, Yorkshire, and was born at Mixbury on the 27th November, 1812. He is a brother of the Rev. Edwin Palmer, M.A., of Balliol College, Oxford, Professor of Latin Literature in that university, and a nephew of the late George Palmer, Esq., of Nazing Park, Essex, who was for many years deputy-chairman of the National Lifeboat Institution, and the inventor of a lifeboat long successfully used by the society. He was educated at the Rugby and Winchester Schools, and was elected in 1830 to an open scholarship at Trinity College, Oxford, where he graduated, as a first-class in classics, in Easter Term 1834, having previously gained the Chancellor's prize for Latin verse, and for the Latin essay in 1831, the Newdigate prize for English verse in 1832, and the Ireland scholarship in the same year. The subject of the Latin verse composition was "Numantia," and of the English "Staffa." He was elected to a fellowship at Magdalen College, and obtained the Eldon law scholarship in 1834. In 1837 he graduated M.A., and was called to the Bar at Lincoln's Inn on the 9th June of the same year. Having practised with great success as a chancery barrister, he was created a Queen's Counsel in April, 1849, in the same year that Vice-Chancellor Malins obtained silk, and was immediately elected a bencher of his inn. Sir Roundell Palmer was first returned to Parliament, as member for Plymouth, at the general election of July, 1847, being the colleague of Viscount Ebrington. He is described in the "Parliamentary Companions" of the day as a "Liberal Conservative, favourable to the extension of free-trade, but friendly to the principle of the navigation laws; is opposed to the endowment of the Roman Catholic Clergy." He represented Plymouth till July, 1852, when he was not re-elected; but regained his seat in June, 1853, and held it till March, 1857, when he did not offer himself as a candidate. In July, 1861, though he had not a seat in Parliament at the time, he was appointed Solicitor-General in Lord Palmerston's administration, succeeding Sir William Atherton, who was promoted to be Attorney-General on the elevation of Sir Richard Bethell to the chancellorship as Lord Westbury. Sir Roundell then received the honour of Knighthood, and he was soon after elected M.P. for Richmond, a borough in which the Earl of Zetland has paramount influence, and which he continued to represent ever since. In October, 1863, on the death of Sir William Atherton, he became Attorney-General, and retired from office with Lord John Russell's second administration in June, 1866. On the return of the Liberal party to power, under the leadership of Mr. Gladstone, in December, 1868, he was offered the chancellorship, but not being able to endorse the policy of the Government in relation to the Irish Church, declined taking office. Sir Roundell Palmer's views on the Irish Church question were embodied at the time in an admirable speech addressed by him to his constituents at Richmond. He concurred with the Government in recommending the disestablishment of the Irish Church, but differed from them on the question of disendowment. He continued, however, to be an independent supporter of Mr. Gladstone's Cabinet on most of the public questions of the day, and consented to represent her Majesty's Government as counsel before the Arbitration Court at Geneva. It is said that he refused to accept the retainer of £30,000 offered him by Government for his services at Geneva. Sir Roundell married, on the 2nd February, 1848, the Lady Laura Waldegrave, second daughter of the eighth Earl Waldegrave, by Elizabeth, eldest daugh-

ter of the late S. Whitbread, Esq., of Cardington, Beds, by his wife, the Lady Elizabeth Grey. By this marriage, Sir Roundell has a family of one son and four daughters. He edited "The Book of Praise, from the best English Hymn-writers," published in 1862, and in the following year received the honorary degree of D.C.L. from the University of Oxford. Selborne, the locality from which the new Lord Chancellor has chosen to derive his title, is the Selborne commemorated in "White's History"; here Sir Roundell Palmer has acquired an estate and built a mansion, and, we believe, a church also. Sir Roundell Palmer may be described as a deliberate, but not a timid law-reformer. His name has been much associated within the last year or two with the project for establishing what has been termed a "Legal University," and it may be remembered that on this subject Sir R. Palmer has twice moved, though he ultimately failed to carry a resolution in the House of Commons. To Sir Roundell Palmer's determined opposition the public and the legal profession are indebted for the abandonment by the present Government of Mr. Lowe's scheme for transferring the New Law Courts from the site now in progress to one on the Thames Embankment by Howard-street. Upon the occasion of the recent "Collier Scandal," Sir R. Palmer opposed the vote of censure moved in the House of Commons by Mr. Cross, himself moving and carrying by 268 to 241, a guarded amendment, to the effect that the case was not one for Parliamentary censure.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, Oct. 18, 1872.

3 per Cent. Consols, 92⅛	Annuities, April, '85
Ditto for Account, Nov. 5, 92¼	Do. (Red Sea T.) Aug. 1908
3 per Cent Reduced 90¼	Ex Bills, £1000, — per Ct. 2 dis
New 3 per Cent., 9[illegible]	Ditto, £500, Do —2 dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 2 dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 241
Do. 5 per Cent., Jan. '73	
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 104 p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account. —	Ditto, 5½ per Cent., May, '79 106
Ditto 5 per Cent., July, '80 111¼	Ditto Debentures, per Cent., April, '64 —
Ditto for Account. —	Do. Do. 5 per Cent., Aug. '73
Ditto 4 per Cent., Oct. '88 104¾	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000
Ditto Enfaced Ppr., 4 per Cent. 96	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	110
Stock	Caledonian	100	109
Stock	Glasgow and South-Western	100	125
Stock	Great Eastern Ordinary Stock	100	46⅛
Stock	Great Northern	100	134½
Stock	Do., A Stock*	100	158
Stock	Great Southern and Western of Ireland	100	111
Stock	Great Western—Original	100	119
Stock	Lancashire and Yorkshire	100	154
Stock	London, Brighton, and South Coast	100	77½
Stock	London, Chatham, and Dover	100	24
Stock	London and North-Western	100	146
Stock	London and South Western	100	105
Stock	Manchester, Sheffield, and Lincoln	100	84½
Stock	Metropolitan	100	63½
Stock	Do., District	100	29
Stock	Midland	100	141
Stock	North British	100	82½
Stock	North Eastern	100	162½
Stock	North London	100	130
Stock	North Staffordshire	100	81
Stock	South Devon	100	69
Stock	South-Eastern	100	103½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate continues at six per cent., without, however, much anticipation of its being further raised. The Bank reserve has risen since the rate was raised, from a little under thirty-three per cent. of the liabilities to a little over thirty-three-and-a-half; yet the efflux of gold, both for exportation and home circulation, continues, and it is understood that very large demands are on execution of gold for Germany, which must probably be met from the Bank. All this furnishes reason for the maintenance of the six per cent. rate. There continues to be a brisk demand for money in the market. Railways have been pretty strong during the week, and the foreign market steady. Erie stock has experienced a slight revival.

THE FRANCHISE OF PEERS.—On Thursday last Mr. Charles Clark, revising barrister, held his court for the revision of the list of voters for the polling districts of Hatfield and Welwyn at the Red Lion, Hatfield. Among the claims to be inserted on the list of voters for the county of Hertford objected to by the Liberals was the claim of the Marquis of Salisbury. Mr. Bontems appeared as the objector; Mr. Armstrong supported the claim. Mr. Clark, after hearing the argument, delivered judgment. He said he was clearly of opinion that the claim of the Marquis of Salisbury to be put on the register as a voter for the county of Hertford must be disallowed. After the decision of Mr. Arnold, pronounced in 1841, and never attempted to be questioned, it might have been thought that the matter was considered settled. But of course a new claimant might again bring it into discussion. It was argued that no "legal incapacity" could be created but by the decision of a Court of Justice, which had never been pronounced in a case of this kind, or by a statute—that is, by the declared will (which had never been so expressed), of both Houses of Parliament assented to by the Sovereign. As a rule that was true. No subject's individual and legal rights could be taken away from him but by Act of Parliament. But there was necessarily an exception to that rule in matters which related to the constitution of Parliament and of the two Houses of Parliament. Each of them, with a view to its own safety, freedom, and dignity, had the power to declare, with authority, in those matters which it deemed necessary to preserve its constitutional rights as between itself and another branch of the Legislature. The House of Commons had done this in repeated instances with regard to the House of Lords, and in every instance what it had so done had been acquiesced in by the other House, which, not being in the least deficient in the power or the means of asserting its own privileges or those of its members, ad not contested the validity of the resolution of the House of Commons passed with relation to this matter of Parliamentary Elections. Though, therefore, said Mr. Clark, there can be no common law rule in the ordinary sense of that term, except what has been pronounced by a decision of the common law judges, nor any legal incapacity created in a particular subject by statute, except such as has been created by the will of the two Houses, assented to by the Soverign, there can be a common law of Parliament which is not so created—a law of Parliament neccessary for the dignity and freedom of each House of Parliament, and declared to be so by each House. And when that declaration had, for all time past, been left uncontested by the Upper House, that fact gave it the authority of an admitted right and invested it with the character of a law. In this way the common law of Parliament has been declared, and its declarations had been in this way admitted, to the effect that no Peer of the Realm has the right to concern himself in the election of persons to serve as members of the House of Commons. By this common law of Parliament a "legal incapacity" was created in a Peer of the Realm which prevented him from being entitled to be put on the register of voters for electing members of Parliament. He must, therefore, disallow this claim, and strike the name of the Marquis of Salisbury off the lists of claimants. Mr. Armstrong asked for a case for the Court above, which the revising barrister granted.

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGES.

HALL—SACRE—On Oct. 15th, at St. Stephen's Church, Chorlton-upon-Medlock, Charles John Hall, solicitor, Manchester, to Matilda Mary Ann, eldest daughter of Charles Sacre, C.E., Hope House, Ardwick.

DEATHS.

HUNT—On Thursday, Oct. 10th, at Polham-crescent, the Park, Nottingham, William Hunt, solicitor, aged 59 years.

URQUHART—On Oct. 9th, at Margate, John Urquhart, Esq., of No. 1, Hanover-park, Peckham-rye, and No. 11, Staple-inn, London, aged 45.

LONDON GAZETTES.

Friendly Societies Dissolved.

TUESDAY, Oct. 15, 1872.

Truro New Annuitant Society, Red Lion Hotel, Truro, Cornwall. Oct 4

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, Oct. 8, 1872.

Boyd, Robt Parker, Swallowfield, Somerset, Esq. Nov 16. Robinson, Skipton

Brown, Eliz, Manch, Innkeeper. Nov 15. Dewhurst, Manch

Buckley, Jas, Barnsley, York, Gent. Dec 1. Dibb, Barnsley

Daniel, Jas, Small Heath, Warwick, Gent. Dec 31. Reece and Harris, Birm

Donnison, Jas, Moss Side, nr Manch, Gent. Nov 29. Claye and Son, Manch

Edge, Rev Chas Fane, Nedging, Suffolk. Nov 16. Westhorp, Ipswich

Ferguson, Geo, Carlisle, Cumberland, Esq. Dec 22. Saul, Carlisle

Forster, Thos Balle, Plymouth, Devon, Doctor. Dec 4. Gidley, Plymouth

Hewitson, Jane, Stratford green, Essex, Widow. Dec 12. Symes and Co, Fenchurch st

Jennings, Thos, Storwood, York, Gent. Jan 1. Seymour and Co, York

Jones, Wm, Ford, Salop, Gent. Jan 1. Willoughby and Cox, Clifford's inn, Fleet st

Lewis, Mary Ann, Brighton, Sussex, Widow. Oct 28. Lamb, Brighton

Losh, John, Sale Moor, Cheshire, Esq. Oct 19. Slater and Poole, Manch

Neal, Robt, Hill Farm, Warden, Bedford, Farmer. Nov 22. Gery, Shefford

Swoffer, Edwd, Faversham, Kent, Gent. Dec 12. Tassell and Son, Faversham

Thorn, Richd, Barnsley, York, Colliery Proprietor. Dec 1. Dibb, Barnsley

Welford, Richd Griffiths, Parkfields, nr Coventry, Warwick, Judge of County Court. Jan 4. Rosher, Temple st, Birm

Wilson, John, Dumb Hall, Derby, Farmer. Nov 5. Marshall and Sons, East Retford

FRIDAY, Oct. 11, 1872.

Arkell, Wm, Longborough, Gloucestar, Farmer. Nov 30. Sewell and Co, Stow-on-the-Wold

Billington, Wm, High st, Deptford, Undertaker. Dec 8. Bristow, London st, Greenwich

Burge, Lucy, Weymouth, Dorset, Widow. Nov 19. Marshfield, Wareham

Cattlow, Katharine, Dotrington Cottage, Salop, Widow. Dec 4. Thacker, Cheadle

Creighton, Adam, Toxteth pk, Lpool, Joiner. Nov 12. Pemberton, Lpool

Crosse, Chas Grant, Ahuriri, Wellington, New Zealand, Settler. Oct 31. Crosse, Bloomsbury sq

Dale, Sarah Blackburn, Albion rd, Dalston, Widow. Nov 10. Evans, Coleman st

Dawson, Jas, Otley, York, Joiner. Nov 23. Siddall, Otley

Digby, Chas, New Hampton, Middx, Contractor. Dec 1. Cann, Fenchurch st

Gass, Thos, Kendal, Westmoreland, Innkeeper. Nov 9. Thomson and Graham, Kendal

Gerhold, John, Jamaica st, Mile End, Gent. Nov 2. Shearman, Little Tower st

Goodacre, Robt, Ullesthorpe, Leicester, Esq. Jan 14. Fox, Lutterworth

Harrison, Robt Seppings, Bognor, Sussex, Colonel. Nov 30. Clarke, Austin friars

Langslow, Richd Stewart, Hatton, Middx, Esq. Nov 1. Gregory and Co, Bedford row

Lloyd, Mary, Shanklin, I of W, Widow. Jan 2. Hockley, Bell yd, Doctors' commons

Lumb, Wm, Whitehaven, Cumberland, Esq. Nov 30. Lumb and Howson, Whitehaven

Nickolls, Wm, Fletton, Huntingdon, Gent. Jan 6. Broughton, Peterborough

Pallett, Robt, Cannon st, Wine Merchant. Jan 1. Hill, Queen st, Cheapside

Roberts, John Edwd, St George's ter, Lpool rd, Watch Manufacturer. Nov 12. Woodman, Smith st, Clerkenwell

Sage, Harriet Margaret, Dawlish, Devon, Spinster. Dec 8. Chilcott, Truro

Sage, Mary Eliz, Dawlish, Devon, Spinster. Dec 8. Chilcott, Truro

Sams, Wm Raymond, Cambridge ter, Hyde pk, Esq. Nov 30. Capron and Co, Savile pl, New Burlington st

Skey, Fredc Carpenter, Mount st, Grosvenor sq, Surgeon. Jan 7. Bischoff and Co, Gt Winchester st bldgs

Slater, Edwin High st, Deptford, Plumber. Nov 15. Sandom and Kersey, Gracechurch st

Swann, John, Askham Richard, York, Banker. Dec 6. Gray, York

Tattersall, Hy, Greenhaworth, Lancashire, Farmer. Dec 6. Clarkson and Whalley, Accrington

Taylor, Abraham, Coventry, Mercer. Jan 1. Davis, Coventry

Tayloy, Saml, Tensnett, Stafford, Charter Master. Dec 1. Sanders and Smith, Dudley

Westall, Thos, Milner sq, Islington, Gent. Nov 20. Westall and Co, Leadenhall st

Bankrupts.

FRIDAY, Oct. 11 1872.

Under the Bankruptcy Act, 1869.

To Surrender in the Country.

Anderson, John C, Sharman's Cross, Warwick, Clerk. Pet Oct 7. Chauntler. Birm, Oct 24 at 2

Jennings, Jas Robt, Akenham, Suffolk, Farmer. Pet Oct 8. Grimsey. Ipswich, Oct 29 at 12

Jowett, Joseph, Bradford, York, Woolstapler. Pet Oct 7. Robinson. Bradford, Oct 22 at 9

Marsh, Gilbert, Stevenage, Herts, Farmer. Pet Oct 8. Austin. Luton, Oct 22 at 12.30

Scorah, Geo. Sheffield, Timber Merchant. Pet Oct 5. Rodgers. Sheffield, Oct 19 (not 10 as in last Gazette) at 11

Spencer, Joseph Hy, Aston, Warwick, Grease Manufacturer. Pet Oct 7. Chauntler. Birm, Oct 24 at 2

Westfield, Mary, Clifton, Bristol. Pet Oct 7. Harley. Bristol, Oct 28 at 12

Wood, Robt, jun, Rusholme, Manch, Traveller. Pet Oct 7. Kay. Manch, Oct 24 at 9.30

TUESDAY, Oct. 15, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cordery, Hy. Palmerston rd, Kilburn, Carrier. Pet Oct 14. Brougham. Oct 29 at 11

To Surrender in the Country.

Andrews, Wm Isaac. Sudbury, Suffolk, Butcher. Pet Oct 9. Barnes. Colchester, Nov 16 at 12

Bickle, Wm Aaron, Gunnislake, Cornwall, Butcher. Pet Oct 11. Shelly. East Stonehouse, Oct 29 at 11

Dolson, Thos Hy, and Alice Dobson, North Shields, Drapers. Pet Oct 12. Mortimer. Newcastle, Oct 29 at 2

Dunn, Margaret Martha Isabella, Whitley, Northumberland, Spinster. Pet Oct 10. Mortimer. Newcastle, Oct 29 at 12

Harvey, Chas, Old Portswood, Hants. Baker. Pet Oct 11. Thorndike. Southampton, Nov 2 at 12

Horsley, John, Lpool, Provision Dealer. Pet Oct 10. Hime. Lpool, Oct 28 at 2

Isaacson, S. M, Henley-on-Thames, Oxford. Pet Oct 12. Collins. Reading, Nov 2 at 11

Mansfield, Wm, Birm, Brick Manufacturer. Pet Oct 11. Chauntler. Birm, Oct 30 at 2

Perkins, Oscar Jas, Richmond, Surrey. Pet Oct 8. Willoughby. Wandsworth, Nov 1 at 11

Sedgwick, Wm, Idle, York, Cloth Dealer. Pet Oct 11. Robinson. Bradford, Nov 8 at 9

Whittaker, Geo, and Danl Constantine, Breightmet, nr Bolton, Lancashire, Bleachers. Pet Oct 10. Holden. Bolton, Oct 31 at 10

BANKRUPTCIES ANNULLED.

FRIDAY, Oct. 11, 1872.

Evans, Jas, Bath, Licensed Victualler. Oct 1

TUESDAY, Oct. 15, 1872.

Millership, Isaiah, Watnall, Notts, Miner. Oct 8

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Oct. 11, 1872.

Abraham, Phineas, New London st, Fenchurch st, Merchant. Oct 30 at 3, at the Guildhall Coffee-house, Gresham st. Salaman

Barnett, Jas, Hastings, Sussex, Fly Proprietor. Oct 24 at 3, at 1, Norman rd East, St Leonard's-on-Sea. Savery, St Leonard's-on-Sea

Bartlett, Hy Goddard, Ashford, Kent, Coach Builder. Oct 28 at 11, at office of Haigh, jun, King st, Cheapside

Bates, Roland, John, Commercial rd East, Cheesemonger. Oct 28 at 2, at office of Nicholls and Leatherdale, Old Jewry chambers. Baddeley and Sons

Baxter, Joseph, Birm, Builder. Oct 29 at 3, at office of Rowland, Ann st, Birm

Bedborough, Alfd, Southampton, Architect. Oct 22 at 3, at offices of Stocken and Jupp, Leadenhall st

Booth, Wm Ward, Hanley, Stafford, Colour Maker. Oct 21 at 11, at the County Court Offices, Cheap-side, Hanley

Bosomworth, Wm, Stretford, nr Manch, Joiner. Oct 23 at 11, at office of Horner and Son, Ridgefield, Manch. Duckworth, Manch

Brook, Julius, Manch, Grocer. Oct 28 at 3, at office of Addleshaw King st, Manch

Broughton, Robt Marton, Broughton, Hants, Publican. Oct 21 at 12, at the George Hotel, Huntingdon. Gaches, Peterborough

Brown, John, Halifax, York, Joiner. Oct 24 at 3, at the Brown Cow Hotel, Halifax. Boocock, Halifax

Carter, Wm, Morton pl, Pimlico, Saddler. Oct 16, at the Court House, Luton, in lieu of the place originally named

Carter, Wilson Geo Wm, Bury, Lancashire, Working Cutler. Oct 24 at 11, at office of Standring, The Butts, Rochdale

Cocker, John Buckley, Congleton, Cheshire, Book keeper. Oct 26 at 10, at office of Cooper, Mill st, Congleton

Cooke, Joseph, and Thos Foster, Firm. Tallow Chandlers Oct 23 at 12, at offices of Griffin, Bennett's hill, Birm

Cooper, Wm, Woking, Surrey, Builder. Oct 18 at 11, at 12, Hatton gdn. Marshall

Cotton, Albert, Dawlish, Devon, Bootmaker. Oct 24 at 2, at office of Fryer, Gandy st, Exeter

Crowther, Ruth Anne, Halifax, Music Teacher. Oct 30 at 12, at the Upper George Hotel, Crown st, Halifax. Fawcett and Malcolm, Leeds

Damoiseau, Felix, Greek st, Soho sq, French Bedding Manufacturer. Oct 28 at 2, at offices of Crook, Moorgate st. Tilley and Shenton, Finsbury pl South

Davenport, Wm, Congleton, Cheshire, Bricklayer. Oct 28 at 10, at office of Cooper, Mill st, Congleton

Dingle, Richd Hawke, Callington, Cornwall, Druggist. Oct 25 at 11, at office of Elworthy and Co, Courtenay st, Plymouth

Downing, Thos, Birm, Draper. Oct 25 at 3, at offices of Rowlands, Ann st, Birm

Fawcett, Jas, Birstal, York, Carrier. Oct 25 at 3, at offices of Chadwicke and Son, Church st, Dewsbury

Fletcher, Saml, Hyde, Cheshire, Draper. Oct 25 at 3, at offices of Brooks and Co, Brown st, Manch

French, Wm, Shenton, Devon, Miller. Oct 24 at 12, at offices of Harris and Co, Gandy st chambers, Exeter

Gardie, Louis, Bath, Artist. Oct 17 at 11, at offices of Wilson, Westgate, bdgs, Bath

Godson, Spyers, Burslem, Stafford, Draper. Oct 22 at 11, at offices of Sutton, Hill Top, Burslem

Hamilton, Allan, Neath, Glamorgan, Travelling Draper. Oct 30 at 12, at the Townhall, Neath. Morgan, Neath

Hance, John Worthy, Leamington Priors, Warwick, Stationer. Oct 24 at 11, at office of Field, Warwick st, Leamington Priors
Holliday, John, and Wm Hy Fazan, Praed st, Paddington, Provision Dealers. Oct 18 at 1, at 12, Hatton gdn. Marshall
Iggleden, Jas, Southampton, out of business. Oct 23 at 3, at office of Kilby, Portland st, Southampton
Ingram, Jenkyn Jones, Swindon, Wilts, Auctioneer. Oct 23 at 12, at offices of Kinneir and Tombs, High st, Swindon
Johnson, Jas Mercer, Lpool, Doctor. Oct 28 at 2, at office of Hughes, Lord st, Lpool
Langdon, Wm Fredk, Bristol, Oilman. Oct 19 at 2, at offices of Thick, Small st, Bristol
Lockwood, Thos, Ordsall, Nottingham, Railway Waggon Builder. Oct 28 at 3, at the Pheasant Inn, Corolgate, East Retford. Jones, East Retford
Loos, Augustus Felix, Eastcheap, Merchant. Oct 23 at 2, at offices of Linklater and Co, Walbrook
Lowe, Edwin Birm, Coal Dealer. Oct 21 at 3, at offices of Wright and Marshall, New st, Birm
May, Hy Wm, Portobello rd, Notting hill, Grocer. Oct 21 at 10, at office of Pope, Great James st, Bedford row
Mayhew, Jeremiah, Birm, Licensed Victualler. Oct 21 at 12, at offices of Fallows, Cherry st, Birm
Morgan, John, Carnarvon, Glamorgan, Mineral Surveyor. Oct 29 at 3, at offices of Tennant, Aberavon
Morgan, David, Carmarthen, Tailor. Oct 21 at 12, at the Shire Hall, Carmarthen. Lloyd, Haverfordwest
Morrell, Claude, Burlington-arcade, Piccadilly, Fancy Jeweller. Oct 31 at 11, at offices of Coker and Keeley, Cheapside. Ashurst and Co, Old Jewry
Mottershaw, Geo, Monks Coppenhall, Cheshire, Beerhouse Keeker. Oct 22 at 11, at the Brunswick Hotel, Nantwich rd, Crewe. Cooper, Congleton
Phillips, Danl, Pembroke Dock, Pembroke, Grocer. Oct 22 at 10.30, at the Guildhall, Carmarthen. Parry, Pembroke Dock
Pithouse, Hy, Gray's inn rd, Carman. Oct 31 at 3, at office of Michael, Gresham bldgs, Basinghall st
Read, Jas, Launton, Oxford, Brick Maker. Oct 29 at 11, at offices of Berridge, Sheep st, Bicester
Rennard, Ambrose, Bradford, York, Tailor. Oct 22 at 11, at offices of Wood and Killick, Commercial Bank bldgs, Bradford
Sharp, John, jun, Mitre ct, Milk st, Cheapside, Comm Agent. Oct 24 at 3, at offices of Honey and Co, King st, Cheap-side. Jennings, Leadenhall st
Speak, Hy, Halifax, York, Bootmaker. Oct 25 at 3, at offices of Roocock, Black Swan Ginnell, Silver st, Halifax
Swift, Edwd Joseph, Birm, Wine Cellarman. Oct 23 at 3, at offices of Walter, Waterloo st, Birm
Taylor, Geo, Bradford, York, Bootmaker. Oct 23 at 12, at the Angel Hotel, Northampton. Wood and Killick, Bradford
Tunaley, Chas, Derby, Baker. Oct 24 at 11, at offices of Briggs, Full st, Derby
Turner, Joseph, Grove ter, Kent House rd, Sydenham, no business. Oct 21 at 3, at offices of Chipperfield and Sturt, Trinity st, Southwark
Walton, Richd, Portishead, Somerset, Commercial Traveller. Oct 25 at 12, at offices of Hancock and Co, Guildhall, Broad st, Bristol. King
Wood, Geo, Newcastle-upon-Tyne, Contractor. Oct 22 at 2, at offices of Sewell, Grey st, Newcastle-upon-Tyne
Wornham, Jas, Chatham, Kent, Hairdresser. Oct 25 at 12, at offices of Hayward, High st, Rochester
Wright, Isaac, Gt Bentley, Essex, Nurseryman. Oct 18 at 4, at the George Hotel, Colchester. Rashleigh, Gracechurch st
Wright, Wm, Skirbeck, nr Boston, out of business. Oct 24 at 11, at office of Bean, Church lane, Boston

TUESDAY, Oct. 15, 1872.

Bailey, Jas, Penzance, Cornwall, Bootmaker. Oct 26 at 11, at offices of Grenfell, Market Jew st, Penzance
Barlow, Geo Rushton, Blackburn, Lancashire, Tailor. Oct 30 at 2, at office of Wheeler and Co, Holme st, Blackburn
Blythe, Jas Wm, Gresham st, Shirt Manufacturer. Nov 1 at 12, at offices of Rolt, Skinner's pl, Size lane
Borrodaile John Osmotherley, Leadenhall st, Merchant. Oct 30 at 12, at offices of Lowless and Co, Martin's lane, Cannon st
Brett, Joseph, Stowmarket, Suffolk, Grocer. Oct 31 at 11, at office of Gudgeon, Bury st, Stowmarket
Bulias, John, Doncaster, York, Butcher. Oct 25 at 12, at office of Peagam, Baxter gate, Doncaster
Burvill, Wood, Palmerston st, Battersea pk, Photographer's Assistant. Oct 21 at 2, at office of Harris & Finch, Welbeck st, Cavendish sq
Carson, Jas, Longton, Stafford, Potter. Oct 24 at 11, at office of Welch, Caroline st, Longton
Collins, Hy, Bitterne, Hants, Butler. Oct 28 at 1, at office of Page, Portland st, Southampton
Coverdale, Geo, London st, Greenwich, Milliner. Oct 25 at 3, at offices of Harris and Finch, Borough High st, Southwark
Crabb, Hy, Ilminster, Somerset, Innkeeper. Oct 31 at 3, at the George Hotel, Ilminster. Paull, Ilminster
Craddock, Joseph, Birm, Jeweller. Oct 29 at 12, at offices of Fallows, Cherry st, Birm
Dickins, Thos, Parton-in-the-Clay, Bedford, Straw Plait Dealer. Oct 24 at 3, at the George Hotel, Luton. Stimson, Bedford
Edwards, John, John st, Edgware rd, Watchmaker. Oct 29 at 11, at office of Brown, Gt James st, Bedford row. Doble, Basinghall st
Evans, David, Studley, Warwick, Needle Manufacturer. Oct 25 at 10, at office of East, Colmore row, Birm
Evans, Joseph Thos, Euston rd, St Pancras, Surgeon Dentist. Oct 26 at 2, at offices of Maniere, Gray's inn sq
Fisher, Eugene, Park rd, Grosvenor pk, Camberwell, Mineral Water Manufacturer. Oct 23 at 12, at office of Lewis, Furnival's inn
Foster, Chas Noah, New Wharf, Whitefriars, Builder. Nov 8 at 3, at office of Evans & Co, Johnst, Bedford row
Gee, Fredk, Biggleswade, Beds, Seed Merchant. Oct 26 at 3, at offices of Evans and Co, John st, Bedford row
Gibbens, Geo, Sittingbourne, Kent, Corn Merchant. Nov 1 at 11, at offices of Gibson, High st, Sittingbourne
Greenwood, Robt Benj, Bath pl, Junction rd, Upper Holloway, Butcher. Oct 23 at 2, at office of Dubois, Gresham bldgs, Basinghall st. Maynard, Clifford's inn
Hagon, Guy, Fakenham, Norfolk, Beerhouse Keeper. Oct 26 at 12, at offices of Emerson and Sparrow, Rampart Horse st, Norwich
Hanlon, John, Manch, Confectioner. Oct 31 at 3, at office of Addleshaw, King st, Manch
Hardwick, Jas, Wandsworth rd, Fruiterer. Oct 28 at 2, at the Duke of Cambridge Tavern, Thorne rd, South Lambeth. Coode, Hanover ter, Peckham
Harrison, John Wm, Huddersfield, York, Ironfounder. Oct 28 at 3, at offices of Clough and Son, Market st, Huddersfield
Hart, Wm Hy, Birm, Gilt Chain Manufacturer. Oct 29 at 3, at office of Jacques, Cherry st, Birm
Hayward, Jas, Fore st, Limehouse, Iron Merchant. Oct 28 at 12, at office of Dubois, Gresham bldgs, Basinghall st. Dubois, King st, Cheapside
Hopgood, Fras Robinson, Craven pl, Kensington, Florist. Oct 24 at 10, at 145, Blackfriars rd. Padmore, Coleman st
Howe, Edwd Wellington, South pl, Kennington, Merchant. Nov 2 at 2, at the Mason's Hall Tavern, Masons' avenue, Basinghall st
Hunt, Jas, Exmouth st, Clerkenwell, Chemist. Oct 28 at 11, at offices of Pearce, Giltspur st
Hutchinson, Robt Campbell, Sunderland, Durham, Grocer. Oct 24 at 11, at office of Skinner, John st, Sunderland
Jordan, Fredk Poyner, Gloucester, Tailor. Oct 28 at 1, at offices of Williams and Co, Exchange, Bristol. Friar, Gloucester
Lalley, John, Winterbourne, Berks, Carpenter. Oct 25 at 11, at the White Hart Inn, Newbury. Pinniger, Newbury
Leach, John Edwd, Rochdale, Lancashire, Cabinet Maker. Oct 25 at 11, at office of Roberts and Sons, John st, Rochdale
Leakey, Joseph, High st, Stoke Newington, Glass Merchant. Oct 31 at 12, at office of Spencer, Queen's rd, Dalston
Lightly, Robt Slowman, Railway pl, Fenchurch st, Wine Merchant. Oct 31 at 2, at office of Harcourt and Macarthur, Moorgate st
Livingstone, John, Birm, Tailor. Oct 25 at 3, at offices of Parry, Bennett's hill, Birm
Luty, Thos, Clifton, York, Coal Merchant. Oct 30 at 12, at offices of Mann and Son, New st, York
Marten, Geo Smalley, Scarborough, York, Stationer. Nov 4 at 2, at office of Pitman and Lane, Nicholas lane, Lombard st. Williamson, Scarborough
Matthews, John Wm, Mark lane, Clothier. Oct 28 at 2, at offices of Honey and Co, King st, Cheapside. Solomon
Morgan, Wm Hy, Beresford st, Plumber. Oct 28 at 3, at the Guildhall Coffee House, Gresham st. Piesse and Co, Old Jewry chambers
Morris, Wm, Wednesbury, Stafford, Currier. Oct 26 at 11, at office of Barrow, Queen st, Wolverhampton
Newton, Joseph, Leeds, Machine Maker. Oct 23 at 12, at offices of Ward and Son, Bank st, Leeds
Norris, Chas, Market st, Edgware rd, Engineer. Oct 29 as 2, at office of Tilley and Shenton, Finsbury pl South
Panter, Philip, Landrake, Cornwall, Butcher. Oct 30 at 11, at office of Elworthy and Co, Courtenay st, Plymouth
Payne, Wm, Brick lane, Bethnal Green, Carcase Butcher. Oct 24 at 12 at 33, Gutter lane. Plunkett, Gutter lane
Peck, Edwd Ansley, Houghton, Huntingdon, Clerk in Holy Orders. Nov 5 at 11, at the George Hotel, Huntingdon. Deacon and Wilkins, Peterborough
Porter, John, Saffron Walden, Essex, Maltster. Oct 30 at 11, at the Rose and Crown Hotel, Saffron Walden. Collin, Saffron Walden
Pratt, Wm, Stowe, Stafford, Farmer. Oct 31 at 11, at offices of Crabb, Horse fair, Rugeley
Rodwell, John Gibbs, Leighton grove, Kentish Town, Broker. Oct 24 at 2, at 29, Carter lane, Doctors' commons. Rashleigh, Gracechurch st
Rowsell, Saml, Weston-super-Mare, Somerset, Builder. Oct 23 at 2, at office of Davies, Broad st, Bristol
Rushton, Geo, Wigan, Lancashire, Grocer. Oct 28 at 3, at office of Leigh and Ellis, The Arcade, King st, Wigan
Scott, Donald, Three Oak lane, Tooley st, Journeyman Baker. Oct 30 at 4, at offices of Silvester, Gt Dover st, Southwark
Standage, Fras, Manch, Upholsterer. Nov 4 at 3, at the Royal Hotel, Mosley st, Manch. Sale and Co, Manch
Taylor, Andrew, Holloway rd, Upholsterer. Oct 30 at 2, at 33, Gutter lane. Kent and Cobbold, Cannon st
Upton, Jas, Birm, Printer. Oct 24 at 2, at the Queen's Hotel, Birm. Fitter, Birm
Vaughan, Jas, and Chas Goulbourn Vaughan, Oswestry, Salop, Cabinet Makers. Oct 29 at 12.30, at office of Minshall, Oswestry. Jones
Veasey, John, Leicester, Shoe Manufacturer. Oct 28 at 11, at offices of Harvey, Pocklington walk, Leicester
Wilkinson, John Haslingden, Lancashire, Joiner. Oct 29 at 11, at office of Radcliffe, Clayton st, Blackburn
Williams, Geo, Ilfracombe, Devon, Post-horse Keeper. Oct 29 at 12, at the Globe Hotel, Cathedral yd, Exeter. Flood, Exeter
Wood, Michael, jun, Gateshead, Durham, Builder. Nov 4 at 12, at offices of Philipson, Collingwood st, Newcastle-upon-Tyne
Woodhead, John, Round close, Holmfirth, York, Stone Dealer. Oct 26 at 11, at offices of Learoyd and Learoyd, Buxton rd, Huddersfield
Woodworth, Benj, Longton, Stafford, Engineer. Oct 31 at 11, at office of Welch, Caroline st, Longton
Woolley, Sarah Ann, Birm, Brassfounder. Oct 24 at 3, at offices of Parry, Bennett's hill, Birm